POWER PURCHASE AGREEMENT

Dated as of

[MONTH] [DAY], [YEAR]

between [COMPANY 1] and

[PROVIDER COMPANY]

CONTENTS

Section

Page

1

DEFINITIONS

2

TERM

3

ACCESS RIGHTS

4

PLANNING, INSTALLATION AND OPERATION OF PROJECT

5

SALE OF ELECTRIC ENERGY

6

PAYMENT AND BILLING

7

SUPPLEMENTAL POWER, NET METERING, AND RECS

8

PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES

9

PURCHASE OPTION; REMOVAL AT END OF TERM

10

SHUTDOWNS; RELOCATION, CLOSURE OR SALE OF SITE

11

TAXES

12

INSURANCE

13

COOPERATION, SOLAR ACCESS, FUTURE IMPROVEMENTS

14

PRESS RELEASES AND CONFIDENTIALITY

15

INDEMNIFICATION

16

REPRESENTATIONS AND WARRANTIES

17

FORCE MAJEURE

18

CHANGE IN LAW

19

PROVIDER DEFAULT AND [COMPANY 1] REMEDIES

20

[COMPANY 1] DEFAULT AND PROVIDER REMEDIES

21

COLLATERAL ASSIGNMENT, FINANCING PROVISIONS

22

LIMITATIONS ON DAMAGES

23

DISPUTE RESOLUTION

24

NOTICES

25

MISCELLANEOUS

GLOSSARY OF TERMS

EXHIBIT A - ENERGY PURCHASE RATES

EXHIBIT B - EARLY TERMINATION AMOUNTS

EXHIBIT C - DESCRIPTION OF SITE

EXHIBIT D - DESCRIPTION OF PREMISES

EXHIBIT E - DESCRIPTION OF PROJECT

EXHIBIT F - INSURANCE REQUIREMENTS

EXHIBIT G - NOTICE OF GRANT OF INTEREST IN REALTY

EXHIBIT H - APPLICABLE SOLAR PROGRAM

POWER PURCHASE AGREEMENT

This Power Purchase Agreement ("Agreement") is entered into as of [EFFECTIVE DATE] (the "Effective Date") by and Between [PROVIDER COMPANY], a [PROVIDER COMPANY STATE OF FORMATION] limited liability company, and [COMPANY 1], a [COMPANY 1 STATE OF FORMATION].

WHEREAS, [COMPANY 1] is the [lessee/owner] of the property located at [COMPANY 1 LOCATION], and desires to make a portion of such property available to Provider for the construction, operation and maintenance of a solar powered electric generating project, and to purchase from Provider the electric energy produced by the project.

WHEREAS, Provider, desires to develop, design, construct, own and operate the project located on [COMPANY 1]'s property, and sell to [COMPANY 1] the electric energy produced by the project.

NOW, THEREFORE, in consideration of the premises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS. Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS.

2. TERM.

2.01 Term. This Agreement shall consist of an Initial Period and an Operations Period. As used herein, "Term" shall mean all of the Initial Period and the Operations Period, unless the [PROVIDER COMPANY] or [COMPANY 1] terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement.

2.02 Initial Period. The Initial Period will begin on the date set forth above and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of [SECTION 4(4.01)] or [SECTION 4(4.04)].

2.03 Operations Period. If applicable, the Operations Period will commence on the [START DATE] and will terminate at 11:59 p.m. on the last day of the month in which the [EFFECTIVE DATE] [(XTH)] anniversary of the Commercial Operation Date occurs.

2.04 Extensions. [NUMBER OF MONTHS 2] prior to the end of the Operations Period, the Parties will meet to discuss the extension of this Agreement on terms and conditions reflecting the then current market for solar generated electricity and with such other amendments and additional terms and conditions as the Parties may agree. Neither Party shall be obligated to agree to an extension of this Agreement.

3. ACCESS RIGHTS.

3.01 Access Specifications. [COMPANY 1] hereby grants [PROVIDER COMPANY] and its designees (including Installer, persons responsible for implementing the Applicable Solar Program, and Financing Party) access to the Premises, for the Term, at reasonable times and upon reasonable notice, for the purposes of designing, installing, inspecting, operating, maintaining, repairing and removing the Project, and any other purpose set forth in this Agreement, and otherwise in accordance with the provisions of this Agreement. Access Rights with respect to the Site include without limitation:

(a) Vehicular & Pedestrian Access. Reasonable vehicular and pedestrian access across the Site to the Premises as designated on [EXHIBIT D] for purposes of designing, installing, operating, maintaining, repairing and removing the Project. In exercising such access [PROVIDER COMPANY] shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(b) Transmission Lines & Communication Cables. The right to locate transmission lines and communications cables across the Site as designated on [EXHIBIT D]. The location of any such transmission lines and communications cables outside the areas designated on [EXHIBIT D] shall be subject to [COMPANY 1]'s approval and shall be at locations that minimize any disruption to [COMPANY 1]'s activities occurring on the Site.

(c) Storage. Adequate storage space on the Site convenient to the Premises for materials and tools used during construction, installation, and maintenance of the Project. [PROVIDER COMPANY] shall be responsible for providing shelter and security for stored items during construction and installation.

(d) Utilities. Water, drainage, electrical, and ethernet connections on the Premises for use by [PROVIDER COMPANY] in installing, operating and maintaining the Project.

3.02 Easement Rights. Upon request by [PROVIDER COMPANY], the Parties shall execute and record with the appropriate Land Registry easements and other instruments documenting the Access Rights granted by [COMPANY 1] to [PROVIDER COMPANY] in this Agreement, and which shall be in form and substance indicated on [EXHIBIT G] or other form agreed by the Parties. The cost of preparation and recording shall be borne by the [PROVIDER COMPANY].

3.03 Remote Monitoring. [COMPANY 1] will provide an internet portal or equivalent access by means of which [PROVIDER COMPANY] will communicate data from the revenue grade performance monitoring system. [PROVIDER COMPANY] will be responsible for connecting monitoring equipment for the Project to the internet so that it is possible for [PROVIDER COMPANY] and [COMPANY 1] to remotely monitor the Project.

4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.

4.01 Site Assessment and Planning. During the Initial Period, [PROVIDER COMPANY] shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project.

4.02 Termination of Development Activities. At any time during the Initial Period, [PROVIDER COMPANY] shall have the right to cease development of the Project on the Premises, for any reason, in its sole discretion. If [PROVIDER COMPANY] gives [COMPANY 1] notice of such determination, this Agreement shall terminate effective as of the delivery of such notice without any further liability of the Parties to each other, provided that (i) [PROVIDER COMPANY] shall remove any equipment or materials which [PROVIDER COMPANY] has placed on the Site; (ii) [PROVIDER COMPANY] shall restore any portions of the Site disturbed by [PROVIDER COMPANY] to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of [SECTION 14], the indemnity obligations under [SECTION 15] hereof, and the dispute resolution provisions of [SECTION 23] hereof shall continue to apply notwithstanding the termination of this Agreement.

4.03 Commencement of Construction, Modification of Design. At any time during the Initial Period, upon at least [NUMBER OF BUSINESS DAYS] notice to [COMPANY 1], [PROVIDER COMPANY] shall have the right to commence installing the Project on the Premises.

4.04 As of the date hereof, [PROVIDER COMPANY] anticipates that the Project shall consist of the components and shall have the designs set forth in [EXHIBIT E] attached hereto.

4.05 Notwithstanding subsection (i) above, [PROVIDER COMPANY] has the right to modify the design of the Project, including the selection of the components in the Project, as [PROVIDER COMPANY], in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint, location and height set forth in [EXHIBITS D] and [EXHIBIT E], without [COMPANY 1]'s approval.

4.06 Construction Commencement Deadline. If within [NUMBER OF DAYS 1] following the date of this Agreement (not including any days in which a Force Majeure Event existed), [PROVIDER COMPANY] has not commenced the installation of the Project on the Premises, [COMPANY 1] may terminate this Agreement by delivering notice to [PROVIDER COMPANY] of its intention to terminate this Agreement, and the Agreement shall terminate [NUMBER OF DAYS 2] after [PROVIDER COMPANY]'s receipt of such notice; provided, that if [PROVIDER COMPANY] commences installation of the Project within such [NUMBER OF DAYS 3] period, this Agreement shall not terminate. Upon any termination in accordance with this [SECTION 4(4.04)] neither Party shall have any further liability to the other with respect to the Facility, provided that (i) [PROVIDER COMPANY] shall remove any equipment or materials that [PROVIDER COMPANY] has placed on the Site; (ii) [PROVIDER COMPANY] shall restore any portions of the Site disturbed by [PROVIDER COMPANY] to their condition prior to the commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of [SECTION 14], the indemnity obligations under [SECTION 15] hereof, and the dispute resolution provisions of [SECTION 23] hereof shall continue to apply notwithstanding the termination of this Agreement.

4.07 Contractors. [PROVIDER COMPANY] shall use licensed contractors to perform the work of installing, operating, and maintaining the Project. [PROVIDER COMPANY] intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, subject to the reasonable approval of [COMPANY 1]. [PROVIDER COMPANY] shall advise [COMPANY 1] of the Installer prior to commencement of the work on the Site. [PROVIDER COMPANY] shall be responsible for the conduct of Installer and its subcontractors, and [COMPANY 1] shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. [PROVIDER COMPANY] shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in [EXHIBIT F].

4.08 Status Reports. [PROVIDER COMPANY] shall give [COMPANY 1] regular updates, on a reasonable schedule requested by [COMPANY 1], on the progress of installation of the Project and shall notify [COMPANY 1] of when [PROVIDER COMPANY] will commence testing of the Project. [COMPANY 1] shall have the right to have its representatives present during the testing process, but subject to reasonable written rules and procedures as may be established by [PROVIDER COMPANY] and Installer. After [PROVIDER COMPANY] has determined, in its reasonable judgment, that the Project meets the requirements of the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis, [PROVIDER COMPANY] shall notify [COMPANY 1] that installation of the Project is complete and shall specify the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to [COMPANY 1]. All electricity produced by the Project prior to the Commercial Operation Date shall be delivered to [COMPANY 1] and [COMPANY 1] shall pay for such electricity at the rate applicable to the first Operations Year but in no event greater than the rate otherwise payable by [COMPANY 1] to the Electric Service [PROVIDER COMPANY].

4.09 Standard of Operation. [PROVIDER COMPANY] shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular. Such work shall be at [PROVIDER COMPANY]'s sole expense. Except for emergency situations or unplanned outages, [PROVIDER COMPANY] shall cause the work to be performed between the hours of [WORKING HOURS], [NUMBER OF WEEKDAYS], in a manner that minimizes interference with [COMPANY 1] and [COMPANY 1]'s employees, visitors, tenants and licensees and their customers to the extent commercially practical. [PROVIDER COMPANY] shall, and shall cause its contractors to, keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by [COMPANY 1] for conduct of business on the Site.

4.10 Hazardous Materials. [PROVIDER COMPANY] and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced by [PROVIDER COMPANY]. Upon encountering any Hazardous Materials, [PROVIDER COMPANY] and Installer will stop work in the affected area and duly notify [COMPANY 1] and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, [COMPANY 1] shall take all measures required by Applicable Law to address the Hazardous Materials discovered at the Site. [COMPANY 1] may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case [COMPANY 1] and [PROVIDER COMPANY] may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Agreement. [PROVIDER COMPANY] and Installer shall be obligated to resume work at the affected area(s) of the Site only after [COMPANY 1] notifies [PROVIDER COMPANY] and Installer that [COMPANY 1] has complied with all Applicable Laws, and a qualified independent expert provides written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. [COMPANY 1] shall reimburse [PROVIDER COMPANY] for all additional costs incurred by [PROVIDER COMPANY] or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, [COMPANY 1] is not responsible for any Hazardous Materials introduced to the Site by [PROVIDER COMPANY] or Installer, nor is [COMPANY 1] required to remediate an affected area if such remediation is deemed economically unjustifiable or otherwise impractical.

4.11 Site Security. [COMPANY 1] will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to all [COMPANY 1] Premises, including the Project. [COMPANY 1] will advise [PROVIDER COMPANY] immediately upon observing any damage to the Project. Upon request by [PROVIDER COMPANY], such as [PROVIDER COMPANY] receiving data indicating irregularities or interruptions in the operation of the Project, [COMPANY 1] shall, as quickly as reasonably practicable, send a person to observe the condition of the Project and report back to [PROVIDER COMPANY] on such observations.

4.12 System Shut Down. [PROVIDER COMPANY] may shut down the Project at any time in order to perform required emergency repairs to the Project. At other times, [PROVIDER COMPANY] shall give [COMPANY 1] notice of the shutdown as may be reasonable in the circumstances. [PROVIDER COMPANY] shall not have any obligation to reimburse [COMPANY 1] for costs of purchasing electricity that would have been produced by the Project but for such shutdown. [PROVIDER COMPANY] shall not schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service [PROVIDER COMPANY], except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

4.13 Applicable Solar Program Requirements. [EXHIBIT H] identifies certain requirements of the Applicable Solar Program. The Parties shall comply with the obligations identified in [EXHIBIT H] or subsequently adopted by the Applicable Solar Program. In the event of any inconsistency between the obligations of the Parties under this Agreement or any of the requirements of the Applicable Solar Program, the more stringent obligation shall govern, and if such cannot be determined, the requirements of the Applicable Solar Program shall govern.

5. SALE OF ELECTRIC ENERGY.

5.01 Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement, [PROVIDER COMPANY] shall sell to [COMPANY 1] and [COMPANY 1] shall buy from [PROVIDER COMPANY] all electric energy produced by the Project, whether or not [COMPANY 1] is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in [EXHIBIT E]. Title to and risk of loss with respect to the energy shall transfer from [PROVIDER COMPANY] to [COMPANY 1] at the Point of Delivery.

5.02 Delivery of Electricity. The electric energy from the Project shall be delivered from [PROVIDER COMPANY] to [COMPANY 1] at the specifications set forth in [EXHIBIT E] and otherwise in compliance with all requirements of the Local Electric Utility.

5.03 Limits on Obligation to Deliver. [PROVIDER COMPANY] does not warrant or guarantee the amount of electric energy to be produced by the limits on Project for any hourly, daily, monthly, annual or other period. [PROVIDER COMPANY] is not a utility or public service company and does not assume any obligations of a utility or public service company to supply [COMPANY 1]'s electric requirements. [PROVIDER COMPANY] is not subject to rate review by governmental authorities.

5.04 Meter Testing. [PROVIDER COMPANY] shall install one or more meter(s) at the Project, as [PROVIDER COMPANY] deems appropriate, to measure the output of the Project at the Point of Delivery. [PROVIDER COMPANY] shall install an Interval Data Recorder (IDR) with industry standard telemetry at the Project. [PROVIDER COMPANY] shall conduct tests of the meters at such times as it deems appropriate in accordance with industry standards, but not less than once in any two-year period. [COMPANY 1] shall pay for any independent testing of the meter(s) in excess of such minimum testing schedule that [COMPANY 1] deems necessary, except if, after such testing, the meter is shown to be in error in [PROVIDER COMPANY]'s favor by more than 2%, [PROVIDER COMPANY] shall pay for the cost of such test and shall make corresponding adjustments to the records of the amount of electrical energy provided by the Project delivered based on the period that is half-way in between the date of this testing and the last testing date of the meter. If there is an error of less than or equal to 2% no billing adjustments will be made. In the event there is an error of greater than 2%, [PROVIDER COMPANY] shall adjust the next invoice to be provided to [COMPANY 1] under [SECTION 6(6.02)] hereof, to either charge the [COMPANY 1] additional amounts for energy produced over the stated meter amount during the applicable period at the applicable rate or provide [COMPANY 1] a credit against future billing for energy produced under the stated meter amount during the applicable period, provided, however, that any deficiencies or credits not theretofore applied or satisfied at the expiration or earlier termination of the Operations Period shall be settled in cash.

6. PAYMENT AND BILLING.

6.01 Rates. [COMPANY 1] shall pay [PROVIDER COMPANY] for electricity produced by the Project at the rates set forth in [EXHIBIT A] attached hereto.

6.02 Billing. [COMPANY 1] shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, [PROVIDER COMPANY] shall provide [COMPANY 1] with an invoice setting forth the quantity of electricity produced by the Project in such month, the applicable rates for such, and the total amount due, which shall be the product of the quantities and the applicable rates.

6.03 Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal); or (v) transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

6.04 Payment. [COMPANY 1] shall pay each invoice within [NUMBER OF DAYS 4] of receipt of the invoice. Payments shall be made by electronic funds transfer to an account designated by [PROVIDER COMPANY] in the invoice or in a written notice delivered to [COMPANY 1]. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

6.05 Disputed Invoices. If [COMPANY 1] objects to all or a portion of an invoice, [COMPANY 1] shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If [COMPANY 1] does not object prior to the date payment of any invoice is due, [COMPANY 1] shall be obligated to pay the full amount of such invoices but [COMPANY 1] may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that [COMPANY 1] may not object to any invoice more than [NUMBER OF MONTHS 3] after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this [SECTION 6(6.05)], survive the expiration or termination of this Agreement.

7. SUPPLEMENTAL POWER, NET METERING AND RECS.

7.01 Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, [COMPANY 1] shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service [PROVIDER COMPANY]. [PROVIDER COMPANY] shall have no obligation to obtain or pay for such supplemental or back-up electricity.

7.02 Net Metering & Utility Credits. At any time that electric production from the Project is greater than [COMPANY 1]'s requirements at such time, [COMPANY 1] shall nevertheless pay [PROVIDER COMPANY] for all of the electricity produced by the Project (other than as provided in [SECTION 13(13.05)] of this Agreement) at the rates and in the manner provided in this Agreement. [COMPANY 1] may make arrangements with the Local Electric Utility so that power in excess of [COMPANY 1]'s requirements may be delivered to the Local Electric Utility through the Point of Delivery and [COMPANY 1] shall receive any credits or payments from the Local Electric Utility may be available under net metering or similar programs. If Applicable Law or the practice of the Local Electric Utility restricts the ability of the [COMPANY 1] to deliver electricity produced by the Project to the Local Electric Utility, then the Parties shall agree on alternate arrangements to enable [COMPANY 1], insofar as possible, to receive benefits from the Local Electric Utility comparable to those available under net metering programs, provided that the economic benefits to [PROVIDER COMPANY] remain as provided in this [SECTION 7(7.02)].

7.03 Interconnection. [PROVIDER COMPANY] shall be responsible for arranging the interconnection of the Project with [COMPANY 1]'s Local Electric Utility in a manner which includes bi-directional or "net metering".

7.04 Applicable Solar Program Incentives. Except as provided in [SECTION 7(7.02)], [PROVIDER COMPANY] shall receive all payments available under any Applicable Solar Program. [COMPANY 1] shall provide reasonable assistance to [PROVIDER COMPANY] in preparing all applications and other documents necessary for [PROVIDER COMPANY] to receive such payments, including designating [PROVIDER COMPANY] as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to [PROVIDER COMPANY]. If [COMPANY 1] receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to [PROVIDER COMPANY]. [COMPANY 1]'s obligation to make any payments to [PROVIDER COMPANY] under this [PARAGRAPH (7.04)] is limited to any payments actually received by [COMPANY 1].

7.05 Ownership of Tax Attributes. [PROVIDER COMPANY] (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Tax Attributes to any person. [COMPANY 1] shall provide reasonable assistance to [PROVIDER COMPANY] in preparing all documents necessary for [PROVIDER COMPANY] to receive such Tax Attributes, and if [COMPANY 1] is deemed to be the owner of any such Tax Attributes, [COMPANY 1] shall assign the same (or the proceeds thereof) to [PROVIDER COMPANY]. If [COMPANY 1] receives any payments in respect of such Tax Attributes, it shall promptly pay them over to [PROVIDER COMPANY].

7.06 Environmental Attributes. [PROVIDER COMPANY] (and/or Financing Party) shall be the owner of any Environmental Attributes which may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. [COMPANY 1] shall provide reasonable assistance to [PROVIDER COMPANY] in preparing all documents necessary for [PROVIDER COMPANY] to receive such Environmental Attributes, and if [COMPANY 1] is deemed to be the owner of any such Environmental Attributes, [COMPANY 1] shall assign the same (or the proceeds thereof) to [PROVIDER COMPANY]. If [COMPANY 1] receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to [PROVIDER COMPANY].

7.07 Capacity & Ancillary Services. [PROVIDER COMPANY] shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. [COMPANY 1] shall provide reasonable assistance to [PROVIDER COMPANY] in preparing all documents necessary for [PROVIDER COMPANY] to receive such payments, and if [COMPANY 1] is deemed to be the owner or [PROVIDER COMPANY] of such capacity or services, [COMPANY 1] shall assign the same to [PROVIDER COMPANY]. If [COMPANY 1] receives any payments in respect of capacity or such services it shall promptly pay them over to [PROVIDER COMPANY].

7.08 No Resale of Electricity. Except as contemplated by the provisions of [SECTION 7(7.02)], the electricity purchased by [COMPANY 1] from [PROVIDER COMPANY] under this Agreement shall not be resold, assigned or otherwise transferred to any other person without prior approval of the [PROVIDER COMPANY], which approval shall not be unreasonably withheld, and [COMPANY 1] shall not take any action which would cause [COMPANY 1] or [PROVIDER COMPANY] to become a utility or public service company.

7.09 [PROVIDER COMPANY] Is Not A Utility. Neither Party shall assert that [PROVIDER COMPANY] is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any governmental authority as a result of [PROVIDER COMPANY]'s obligations or performance under this Agreement.

8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES

8.01 Permits. [PROVIDER COMPANY] shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval.

8.02 System Ownership. Except as provided in [SECTION 9], [PROVIDER COMPANY] or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under [ARTICLE 9] of the Uniform Commercial Code. [COMPANY 1] covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. [COMPANY 1] and/or [PROVIDER COMPANY] shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by [PROVIDER COMPANY].

8.03 Liens. To the extent permitted by Applicable Law, each Party 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, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Access Rights granted hereunder. [PROVIDER COMPANY] shall, to the extent allowed under Applicable Law, have Installer and its subcontractors execute lien waivers with respect to any mechanic's or materialman's lien against [COMPANY 1]'s interest in the Site. If permitted under Applicable Law, [COMPANY 1] will post notices of non-responsibility to notify Installer and others that [COMPANY 1] is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

8.04 Non Disturbance Agreements. [COMPANY 1] shall pay for and obtain all consents required for it to enter into and perform its obligations under this Agreement from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the Project, [COMPANY 1] shall promptly upon request of [PROVIDER COMPANY], provide an acknowledgement and consent from such lienholder, in form and substance reasonably acceptable to Financing Party, stating that the ownership of the Project remains in [PROVIDER COMPANY] and further acknowledging that the Project is personal property of [PROVIDER COMPANY] and agreeing not to disturb the rights of [PROVIDER COMPANY] in the Project and under this Agreement. If [COMPANY 1] is the fee owner of the Premises, [COMPANY 1] consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Land Registry. If [COMPANY 1] is not the fee owner, [COMPANY 1] will obtain such consent from such owner of the Premises. Such acknowledgment and consents, or acceptable notices thereof, shall be recorded, at [COMPANY 1]'s expense, in the appropriate Land Registry. [COMPANY 1] may in the future mortgage, pledge, and grant security interests in all or a portion of the Site and the improvements thereon, provided the mortgagee or other grantee of the encumbrance acknowledges this Agreement, the Project, the Access Rights granted hereunder, and the priority of [PROVIDER COMPANY]'s (and/or Financing Party's) rights in the Project and the Access Rights.

9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

9.01 Early Purchase Options. On the seventh (7th), tenth (10th) and fifteenth (15th) anniversary of the Commercial Operation Date, provided no [COMPANY 1] Event of Default has occurred and is continuing, the [COMPANY 1] shall have the option to purchase the Project from [PROVIDER COMPANY] at a price which will be the greater of (i) the Fair Market Value of the Project at such anniversary date or (ii) the Early Termination Amount, plus, if applicable, repayment or recapture of Applicable Solar Program or other governmental payments occasioned by the exercise of such option. If [COMPANY 1] desires to exercise this option, it shall no later than [NUMBER OF DAYS 5] prior to the applicable anniversary date notify [PROVIDER COMPANY] of its election to exercise the option, and on or before [NUMBER OF DAYS 6] after such anniversary date shall pay the purchase price to [PROVIDER COMPANY] by electronic transfer in immediately available funds to an account designated by [PROVIDER COMPANY]. At any time following receipt of the notice from [COMPANY 1], but no later than [NUMBER OF DAYS 7] after the date [COMPANY 1] gives notice of its election to exercise the option, [PROVIDER COMPANY] may notify [COMPANY 1] if it believes the Fair Market Value of the Project exceeds the Early Termination Amount, and, in the same notice, [PROVIDER COMPANY] shall provide [COMPANY 1] an appraisal of the Fair Market Value. If [COMPANY 1] agrees with the appraisal of the Fair Market Value it shall pay such sum to [PROVIDER COMPANY]. If [COMPANY 1] disagrees with the appraisal's estimate of the Fair Market Value of the Project, [COMPANY 1] may request that the Parties meet to discuss the appraisal. If the Parties cannot agree within [NUMBER OF DAYS 8] of the [COMPANY 1]'s receipt of the appraisal of the Fair Market Value, the Parties will be deemed to enter into a Dispute for purposes of [SECTION 23(23.01)] and shall follow the procedures in [SECTION 23(23.03)] for resolution of the Dispute. Notwithstanding the foregoing, in the event that [PROVIDER COMPANY] enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction.

9.02 End of Term Purchase Option. [COMPANY 1] shall have the right to purchase the Project from [PROVIDER COMPANY] at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than [NUMBER OF MONTHS 4] prior to the expiration of such Operations Period and no later than [NUMBER OF MONTHS 5] prior to the expiration of the Operations Period, [COMPANY 1] shall notify [PROVIDER COMPANY] of its intent to exercise the option. Within [NUMBER OF DAYS 9] of its receipt of such notice, [PROVIDER COMPANY] shall give [COMPANY 1] its appraisal of the Fair Market Value of the Project at the end of the Term. [COMPANY 1] may, but is not obligated to, accept such appraisal. If [COMPANY 1] does not accept such appraisal within [NUMBER OF DAYS 10] of receiving the appraisal from [PROVIDER COMPANY], the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within [NUMBER OF DAYS 11] of the [COMPANY 1]'s receipt of the appraisal from [PROVIDER COMPANY], the Parties will be deemed to enter into a dispute for purposes of [SECTION 23(23.01)] and shall follow the procedures in [SECTION 23] for resolution of the dispute. Notwithstanding the foregoing, in the event that [PROVIDER COMPANY] enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction.

9.03 Transfer of Ownership. Upon [COMPANY 1]'s notice that it elects to exercise the option set forth in either [SECTION 9(9.01)] or [9(9.02)] above, [PROVIDER COMPANY] shall prepare and deliver to [COMPANY 1] a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, [PROVIDER COMPANY] shall deliver, or cause to be delivered, to [COMPANY 1] a bill of sale conveying the Project to [COMPANY 1]. Such bill of sale shall not contain any warranties other than a warranty against any defects in title arising through [PROVIDER COMPANY]. [PROVIDER COMPANY] shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to [COMPANY 1].

9.04 Operation & Maintenance After Sale. Prior to the effective date of [COMPANY 1]'s purchase of the Project under [SECTION 9(9.01)] or [SECTION 9(9.02)], [COMPANY 1] and [PROVIDER COMPANY] shall discuss entering into an operation and maintenance agreement under which [PROVIDER COMPANY] shall perform all or a portion of the operation and maintenance requirements of the Project following [COMPANY 1]'s purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

9.05 Decommissioning. If [COMPANY 1] does not exercise the option set forth in [SECTION 9(9.02)] above, then [PROVIDER COMPANY], at its expense, shall promptly decommission and remove the Project following the expiration of the Operations Period. [PROVIDER COMPANY] shall not be obligated, however, to remove any support structures for the Project which are affixed to [COMPANY 1]'s structures or any below grade structures, including foundations and conduits, or any roads. [COMPANY 1] grants [PROVIDER COMPANY] and its representatives' reasonable vehicular and pedestrian access across the Site to the Premises for purposes of decommissioning the Project. In exercising such access and performing the decommissioning, [PROVIDER COMPANY] shall reasonably attempt to minimize any disruption to activities occurring on the Site. [COMPANY 1] will provide [PROVIDER COMPANY] adequate storage space on the Site convenient to the Premises for materials and tools used during decommissioning. [PROVIDER COMPANY] shall be responsible for providing shelter and security for stored items during de- commissioning and removal. [COMPANY 1] further agrees that its normal security measures, practices, and policies which apply to its own Premises shall also apply to the Project. During decommissioning, [PROVIDER COMPANY] will comply with all Applicable Laws.

9.06 No Survival of Purchase Option. The options for [COMPANY 1] to purchase the Project under [SECTIONS 9(9.01)] and [9(9.02)] shall not survive the termination of this Agreement.

10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.

10.01 [COMPANY 1] Requested Shutdown. [COMPANY 1] from time to time may request [PROVIDER COMPANY] to temporarily stop operation of the Project for a period no longer than [NUMBER OF DAYS 12], such request to be reasonably related to [COMPANY 1]'s activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure), [COMPANY 1] will pay [PROVIDER COMPANY] an amount equal to the sum of (i) payments that [COMPANY 1] would have made to [PROVIDER COMPANY] hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that [PROVIDER COMPANY] would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that [PROVIDER COMPANY] would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, unless [PROVIDER COMPANY] and [COMPANY 1] mutually agree to an alternative methodology.

10.02 [PROVIDER COMPANY] Safety Shutdown. In addition to the right of [PROVIDER COMPANY] to shut down the Project for maintenance as provided in [SECTION 4(4.10)], [PROVIDER COMPANY] may shutdown the Project if [PROVIDER COMPANY], in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of [PROVIDER COMPANY], whether or not under the control of [COMPANY 1], may interfere with the safe operation of the Project. [PROVIDER COMPANY] shall give [COMPANY 1] notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. [PROVIDER COMPANY] and [COMPANY 1] shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown. In the event of such a shutdown, [COMPANY 1] shall be deemed to have acted under [SECTION 10(10.01)] to shut down the Project, and shall pay [PROVIDER COMPANY] the amounts described in [SECTION 10(1.01)] with respect to the period of the shutdown, except that [COMPANY 1] shall not be required to pay such amounts relative to any time period prior to [PROVIDER COMPANY]'s notice of the shutdown or during any Force Majeure Event. If a shutdown pursuant to this [SECTION 10(10.02)] continues for [NUMBER OF DAYS 13] or longer, [PROVIDER COMPANY] may terminate this Agreement and require [COMPANY 1] to pay the Early Termination Amount.

10.03 Project Relocation. [COMPANY 1] may request to move the Project to another location on the Site or to another site owned by [COMPANY 1], but any such relocation shall be subject to the approval of [PROVIDER COMPANY] and Financing Party in each of their sole discretion. In connection with such relocation, [COMPANY 1] shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. [COMPANY 1] shall also provide any consents or releases required by [PROVIDER COMPANY] in connection with the new location. [COMPANY 1] shall pay all costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, [COMPANY 1] will pay [PROVIDER COMPANY] an amount equal to the sum of (i) payments that [COMPANY 1] would have made to [PROVIDER COMPANY] hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that [PROVIDER COMPANY] would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that [PROVIDER COMPANY] would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the [NUMBER OF OPERATIONS YEAR], based on actual operation of the Project in the same period in the previous Operations Year, unless [PROVIDER COMPANY] and [COMPANY 1] mutually agree to an alternative methodology.

10.04 Premises Shutdown; Interconnection Deactivated. In the event Premises are closed as a result of an event that is not (i) a Force Majeure Event or (ii) caused by or related to any unexcused action or inaction of [PROVIDER COMPANY], [COMPANY 1] shall nevertheless continue to pay [PROVIDER COMPANY] for all electricity produced by the Project on the Premises and delivered to the Point of Delivery. If an interconnection with the Local Electric Utility becomes deactivated for reasons that are not (i) a Force Majeure Event or (ii) caused by or related to any unexcused action or inaction of [PROVIDER COMPANY] such that the Project is no longer able to produce electricity or transfer electricity to its respective Premises or to the Local Electric Utility, [COMPANY 1] will pay [PROVIDER COMPANY] an amount equal to the sum of (A) payments that [COMPANY 1] would have made to [PROVIDER COMPANY] hereunder for electric energy that would have been produced by the Project following such closure; (B) revenues that [PROVIDER COMPANY] would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following such closure; and (C) revenues from Environmental Attributes that [PROVIDER COMPANY] would have received with respect to electric energy that would have been produced by the Project following such closure. Determination of the amount of energy that would have been produced following such closure shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, unless [PROVIDER COMPANY] and [COMPANY 1] mutually agree to an alternative methodology. If a shutdown pursuant to this [SECTION 10(1.04)] continues for [NUMBER OF DAYS 14] or longer, [PROVIDER COMPANY] may terminate this Agreement and require [COMPANY 1] to pay the Early Termination Amount.

10.05 Sale of Site. In the event [COMPANY 1] transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, [COMPANY 1] shall remain primarily liable to [PROVIDER COMPANY] for the performance of the obligations of [COMPANY 1] hereunder notwithstanding such transfer. However, if no [COMPANY 1] Event of Default has occurred and is continuing and the transferee is acceptable to [PROVIDER COMPANY] and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to [PROVIDER COMPANY] and Financing Party in their sole discretion, [COMPANY 1] may be released from further obligations under this Agreement.

11. TAXES.

11.01 Income Taxes. [PROVIDER COMPANY] shall be responsible for any and all income taxes associated with payments from [COMPANY 1] to [PROVIDER COMPANY] for electric energy from the Project. [PROVIDER COMPANY] (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

11.02 Sales Taxes. [COMPANY 1] shall be responsible for all taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by [PROVIDER COMPANY] to [COMPANY 1]. [COMPANY 1] shall timely report, make filings for, and pay any and all such taxes assessed directly against it and shall reimburse [PROVIDER COMPANY] for any and all such taxes assessed against and paid by [PROVIDER COMPANY].

11.03 Property Taxes. [COMPANY 1] shall be responsible for all ad valorem personal property or real property taxes levied against the Site, improvements thereto and personal property located thereon, except that [PROVIDER COMPANY] shall be responsible for ad valorem personal property or real property taxes levied against the Project. If [COMPANY 1] is assessed any taxes related to the existence of the Project on the Premises, [COMPANY 1] shall immediately notify [PROVIDER COMPANY]. [COMPANY 1] and [PROVIDER COMPANY] shall cooperate in contesting any such assessment; provided, however, that [COMPANY 1] shall pay such taxes to avoid any penalties or interest on such Taxes, subject to reimbursement by [PROVIDER COMPANY]. If after resolution of the matter, such tax is imposed upon [COMPANY 1] related to the improvement of real property by the existence of the Project on the Site, [PROVIDER COMPANY] shall reimburse [COMPANY 1] for such tax.

11.04 Tax Contests. Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other in any such contests of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been bonded or otherwise secured in accordance with Applicable Law.

11.05 Payment of Delinquent Taxes. In the event either Party fails to pay any taxes that may become a lien upon the other Party's property, such Party may pay such amounts and in such event shall be entitled to recover such paid amount from the other Party, together with interest thereon at the rate of one percent (1%) per month, compounded monthly.

11.06 Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this [SECTION 11] shall be paid within [NUMBER OF BUSINESS DAYS] of receiving an invoice therefor from the Party who paid the taxes.

12. INSURANCE.

12.01 Coverage. [COMPANY 1] and [PROVIDER COMPANY] shall each maintain the insurance coverage set forth in [EXHIBIT F] in full force and effect throughout the Term.

12.02 Applicable Solar Program Requirements. [COMPANY 1] and [PROVIDER COMPANY] will also maintain the additional insurance requirements (if any) specified in [EXHIBIT H] to satisfy the requirements of the Applicable Solar Program.

12.03 Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this [SECTION 12] is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party [NUMBER OF DAYS 15] written notice before the insurance is cancelled or materially altered.

12.04 Certain Insurance Provisions. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. A cross liability clause shall be made part of the policy. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.

12.05 Insurance [PROVIDER COMPANY]s. All insurance maintained hereunder shall be maintained with companies 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).

13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS.

13.01 Cooperation. The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

13.02 [COMPANY 1] to Not Restrict Solar Access. [COMPANY 1], or any lessee, grantee or licensee of [COMPANY 1], shall not erect any structures on, or make other modifications to, or plantings on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project.

13.03 Adjoining Properties. If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then [COMPANY 1] and [PROVIDER COMPANY] shall work together to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such easements shall run for the benefit of both [COMPANY 1] and [PROVIDER COMPANY]. [PROVIDER COMPANY] shall pay for the expense of obtaining such easements, including payments to property owners and legal costs, but the rates payable by [COMPANY 1] for electric energy from the Project shall be increased by an amount sufficient for [PROVIDER COMPANY] to fully amortize such costs, over a period equal to the lesser of (i) ten years and (ii) the remaining term of this Agreement without regard to [COMPANY 1]'s option to purchase the Project.

14. PRESS RELEASES AND CONFIDENTIALITY.

14.01 Press Releases. The Parties acknowledge that they each desire to publicize information about this Agreement and the Project. The Parties therefore agree that each may make independent press releases about entering into this Agreement, the size and location of the Project, and the identity of the other Party, without the prior written consent of the other Party, so long as only [PROVIDER COMPANY] has the exclusive right to (i) claim that electric energy provided to [COMPANY 1] was generated by the Project, (ii) [PROVIDER COMPANY] is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) [PROVIDER COMPANY] is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this [SECTION 14].

14.02 Limits on Disclosure of Confidential Information. Subject to the exceptions set forth below in [SECTION 14(14.03)], each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.

14.03 Permissible Disclosures. [PROVIDER COMPANY] may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to [PROVIDER COMPANY] in connection with the Project. In addition, if a receiving Party is required by Applicable Law, validly issued subpoena, required filing, or the rules of any stock exchange, to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed.

14.04 Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this [SECTION 14] and agrees that the provisions of this [SECTION 14] may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this [SECTION 14]. The provisions of this [SECTION 14] shall survive until three years after the effective date of any termination of this Agreement.

15. INDEMNIFICATION.

15.01 [PROVIDER COMPANY] Indemnification. [PROVIDER COMPANY] shall indemnify, defend and hold [COMPANY 1] and its directors, officers, employees, agents, volunteers, and invitees (" [COMPANY 1]'s Indemnified Parties "), harmless from and against all Losses incurred by the [COMPANY 1] Indemnified Parties to the extent arising from or out of the following: (i) any claim for or arising out of any injury to or death of any Person or loss or damage to property to the extent arising out of [PROVIDER COMPANY]'s (or its contractor's) negligence or willful misconduct; (ii) [PROVIDER COMPANY]'s violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by [PROVIDER COMPANY] or by any of [PROVIDER COMPANY]'s employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on [COMPANY 1]'s side of the Point of Delivery except to the extent caused by incidents on [PROVIDER COMPANY]'s side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. [PROVIDER COMPANY] shall not be obligated to indemnify [COMPANY 1] or any [COMPANY 1] Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of [COMPANY 1] or any [COMPANY 1] Indemnified Party.

15.02 [COMPANY 1] Indemnification. [COMPANY 1] shall indemnify, defend and hold [PROVIDER COMPANY], its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party (" [PROVIDER COMPANY]'s Indemnified Parties"), harmless from and against all Losses incurred by the [PROVIDER COMPANY]'s Indemnified Parties to the extent arising from or out of (i) any claim for or injury to or death of any Person or loss or damage to property to the extent arising out of the negligence or willful misconduct of any of [COMPANY 1]'s Indemnified Parties; (ii) [COMPANY 1]'s violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by [PROVIDER COMPANY]'s Indemnified Parties). [COMPANY 1] shall not be obligated to indemnify [PROVIDER COMPANY] or any [PROVIDER COMPANY] Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of [PROVIDER COMPANY] or any [PROVIDER COMPANY] Indemnified Party.

15.03 Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (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 Person 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 Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

15.04 Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense or the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim.

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

15.06 Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

16. REPRESENTATIONS AND WARRANTIES.

16.01 Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(a) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(b) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(c) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(d) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

16.02 [COMPANY 1] Representations. In addition to the representations and warranties in [SECTION 16(16.01)], [COMPANY 1] hereby represents and warrants to [PROVIDER COMPANY], as of date hereof, that:

(a) Electric Usage. [COMPANY 1] has provided to [PROVIDER COMPANY] complete and correct records of its electric usage at the Site for the preceding [NUMBER OF YEARS].

(b) Condition of Premises. [COMPANY 1] has provided to [PROVIDER COMPANY] [COMPANY 1]'s complete and correct records of the physical condition of the Premises. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project is to be installed, are materially different from the information presented by [COMPANY 1], then if practicable the rates payable by [COMPANY 1] hereunder shall be adjusted to compensate [PROVIDER COMPANY] for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions. If such adjustment is not practicable, [PROVIDER COMPANY] shall have other rights under this Agreement.

(to be used if [COMPANY 1] is not a public corporation)

(c) Financial Information. The financial statements [COMPANY 1] has provided to [PROVIDER COMPANY] present fairly in all material respects the financial condition and results of operations of [COMPANY 1].

17. FORCE MAJEURE.

17.01 Excuse for Force Majeure Event. Except as provided in [SECTION 17(17.02)] or 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, 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 as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

17.02 No Excuse for Payment for Prior Services. Obligations to make payments for services already provided shall not be excused by a Force Majeure Event.

17.03 Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, [COMPANY 1] shall elect, within [NUMBER OF DAYS 16] of such event, whether it will restore the Premises, which restoration will be at the sole expense of [COMPANY 1]. If [COMPANY 1] does not elect to restore the Premises, then [PROVIDER COMPANY] shall not restore the Project and this Agreement will terminate. If [COMPANY 1] does elect to restore the Premises, [COMPANY 1] shall provide notice of such election to [PROVIDER COMPANY] and [PROVIDER COMPANY] shall then elect, within [NUMBER OF DAYS 17] of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if [PROVIDER COMPANY] does not elect to restore the Project, [PROVIDER COMPANY] shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate. If [PROVIDER COMPANY] does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this [SECTION 17(17.03)], [SECTION (17.09)] the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of [SECTION 14], the indemnity obligations under [SECTION 15] hereof, and the dispute resolution provisions of [SECTION 23] hereof shall continue to apply notwithstanding the termination of this Agreement.

17.04 Termination for Force Majeure Event. Notwithstanding anything to the contrary in this [SECTION 17], if nonperformance on account of a Force Majeure Event continues beyond a continuous period of [NUMBER OF DAYS 18], then either Party shall have the right to terminate this Agreement upon [NUMBER OF DAYS 19] notice to the other. Upon such termination, [PROVIDER COMPANY] shall be required to decommission and remove the Project from the applicable Site in accordance with the provisions of [SECTION 9(19.05)] (unless there has been a casualty event, in which case the provisions of [CLAUSE (17.03)] above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises, and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the [PROVIDER COMPANY] hereunder, and compliance with the Change in Law results in an increase in [PROVIDER COMPANY]'s costs to operate and/or maintain the Project, [PROVIDER COMPANY] will promptly submit to [COMPANY 1] a written notice setting forth (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases [PROVIDER COMPANY]'s costs; and (iii) [PROVIDER COMPANY]'s proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. [COMPANY 1] agrees to an adjustment in the then applicable and future rates such that the new rates compensate [PROVIDER COMPANY] for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the [PROVIDER COMPANY]; provided, however any such increase shall be no greater than ten percent (10%) of the rates set forth in [EXHIBIT A].

19. [PROVIDER COMPANY] DEFAULT AND [COMPANY 1] REMEDIES.

19.01 [PROVIDER COMPANY] Events of Default. [PROVIDER COMPANY] shall be in default of this Agreement if any of the following ("[PROVIDER COMPANY] Events of Default") shall occur:

(a) Misrepresentation. Any representation or warranty by [PROVIDER COMPANY] under [SECTION 16] hereof, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within [NUMBER OF DAYS 20] after receipt of notice from [COMPANY 1] identifying the defect.

(b) Abandonment During Installation. After commencement of installation of the Project, [PROVIDER COMPANY] abandons installation of the Project for [NUMBER OF DAYS 21] and fails to resume installation within [NUMBER OF DAYS 22] after receipt of notice from [COMPANY 1] stating that, in [COMPANY 1]'s reasonable determination, [PROVIDER COMPANY] has abandoned installation of the Project.

(c) Failure to Operate. After the Commercial Operation Date, [PROVIDER COMPANY] fails to operate the Project for a period of [NUMBER OF DAYS 23] which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of [PROVIDER COMPANY]'s rights under this Agreement, or otherwise excused by the provisions of [SECTION 17(17.02)] (relating to Force Majeure Events); and [PROVIDER COMPANY] fails to resume operation within [NUMBER OF DAYS 24] after receipt of notice from [COMPANY 1] stating that, in [COMPANY 1]'s reasonable determination, [PROVIDER COMPANY] has ceased operation of the Project , provided, however, that the cure period shall be extended by the number of calendar days during which [PROVIDER COMPANY] is prevented from taking curative action if [PROVIDER COMPANY] had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(d) Obligation Failure. [PROVIDER COMPANY] fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of [SECTION 17(17.02)] (relating to Force Majeure Events), and such failure is not cured within: (A) [NUMBER OF DAYS 25] if the failure involves a failure to make payment when due or maintain required insurance; or (B) [NUMBER OF DAYS 26] if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from [COMPANY 1] identifying the failure.

(e) Insolvency. [PROVIDER COMPANY] (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against [PROVIDER COMPANY] in an involuntary case under bankruptcy law or seeking to dissolve [PROVIDER COMPANY] under other Applicable Law; or (G) takes any action authorizing its dissolution.

19.02 Financing Party Opportunity to Cure; [COMPANY 1] Remedies. Upon an Event of Default by [PROVIDER COMPANY], provided that [COMPANY 1] complies with its obligations under [SECTION 21] and Financing Party does not cure such Event of Default by [PROVIDER COMPANY], [COMPANY 1] may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue other remedies available at law or equity.

20. [COMPANY 1] DEFAULT AND [PROVIDER COMPANY] REMEDIES.

20.01 [COMPANY 1] Events of Default. [COMPANY 1] shall be in default of this Agreement if any of the following ("[COMPANY 1] Events of Default") shall occur:

(a) Misrepresentation. Any representation or warranty by [COMPANY 1] under [SECTION 16] hereof, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within [NUMBER OF DAYS 27] after receipt of notice from [PROVIDER COMPANY] identifying the defect.

(b) Obstruction. [COMPANY 1] obstructs commencement of installation of the Project or fails to take any actions necessary for the interconnection of the Project, or fails to take electric energy produced by the Project, and fails to correct such action within [NUMBER OF DAYS 28] of when such payment was due.

(c) Payment Failure. [COMPANY 1] fails to make any payment due under the terms of this Agreement, and fails to make such payment within [NUMBER OF DAYS 29] after receipt of notice thereof from [PROVIDER COMPANY].

(d) Obligation Failure. [COMPANY 1] fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of [SECTION 17(17.02)] (relating to Force Majeure Events), and such failure is not cured within: (A) [NUMBER OF DAYS 30] if the failure involves a failure to maintain required insurance; or (B) [NUMBER OF DAYS 31] if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from [PROVIDER COMPANY] identifying the failure.

(e) Insolvency. [COMPANY 1] (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against [COMPANY 1] in an involuntary case under bankruptcy law or seeking to dissolve [COMPANY 1] under other Applicable Law; or (G) takes any action authorizing its dissolution.

20.02 Default Damages. Upon an Event of Default by [COMPANY 1], [PROVIDER COMPANY] may require [COMPANY 1] to pay to [PROVIDER COMPANY] the Early Termination Amount, sell electricity produced by the Project to persons other than [COMPANY 1], and recover from [COMPANY 1] any loss in revenues resulting from such sales; and/or pursue other remedies available at law or in equity. After [PROVIDER COMPANY]'s receipt of such Early Termination Amount pursuant to this [SECTION 20(20.02)], [PROVIDER COMPANY] shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

21.01 Financing Arrangements. [PROVIDER COMPANY] may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Project. [COMPANY 1] acknowledges that [PROVIDER COMPANY] will obtain construction financing for the Project from third party and that [PROVIDER COMPANY] may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. [COMPANY 1] acknowledges that in connection with such transactions [PROVIDER COMPANY] may secure [PROVIDER COMPANY]'s obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, [COMPANY 1] agrees as follows:

(a) Consent to Collateral Assignment. [COMPANY 1] hereby consents to both of the sale of the Project to a Financing Party and the collateral assignment to the Financing of the [PROVIDER COMPANY]'s right, title and interest in and to this Agreement.

(b) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(i) Step-In Rights. The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of [PROVIDER COMPANY], any and all rights and remedies of [PROVIDER COMPANY] under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(ii) Opportunity to Cure Default. The Financing Party 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 COMPANY] thereunder or cause to be cured any default of [PROVIDER COMPANY] thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of [PROVIDER COMPANY] under this Agreement or (unless the Financing Party has succeeded to [PROVIDER COMPANY]'s interests under this Agreement) to perform any act, duty or obligation of [PROVIDER COMPANY] under this Agreement, but [COMPANY 1] hereby gives it the option to do so;

(iii) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from [PROVIDER COMPANY] to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give notice to [COMPANY 1] of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(iv) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to [PROVIDER COMPANY] under the United States Bankruptcy Code, at the request of Financing Party made within [NUMBER OF DAYS 32] of such termination or rejection, [COMPANY 1] shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

(d) Right to Cure.

(i) Cure Period. [COMPANY 1] will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party 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 Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within [NUMBER OF DAYS 33] after such notice or (if longer) the periods provided for in this Agreement; provided that if such [PROVIDER COMPANY] default reasonably cannot be cured by the Financing Party within such period and the Financing Party 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 [NUMBER OF DAYS 34]. The Parties' respective obligations will otherwise remain in effect during any cure period.

(ii) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of [PROVIDER COMPANY]'s assets and shall, within the time periods described in [SECTION 21(21.01)] (c)(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 shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

21.02 Financing Party a Third Party Beneficiary. [COMPANY 1] agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this [SECTION 21].

21.03 Entry to Consent to Assignment. [COMPANY 1] agrees to (i) execute any consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by [PROVIDER COMPANY] and/or Financing Party in connection with such financing or sale of the Project.

22. LIMITATIONS ON DAMAGES.

EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT (including, without limitation, in [SECTION 10] and

[SECTION 20(2.02)], 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, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

23. DISPUTE RESOLUTION.

23.01 Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute") within [NUMBER OF DAYS 35] after the date that a Party gives written notice of such Dispute to the other Party.

23.02 Mediation. If, after such negotiation in accordance with [SECTION 23(23.01)], the Dispute remains unresolved, either Party may require that a non-binding mediation take place. In such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three (iii) hours with a mediator whom they choose together. If the Parties are unable to agree on a mediator, then either Party is hereby empowered to request the American Arbitration Association to appoint a mediator. The mediator's fee and expenses shall be paid one-half by each Party.

23.03 Arbitration of Disputes.

(a) Rules of Arbitration. Any Dispute that is not settled to the mutual satisfaction of the Parties pursuant to [SECTIONS 23(23.01)] or [23(23.02)] shall (except as provided in [SECTION 23(23.04))] be settled by binding arbitration between the Parties conducted in [LOCATION 1], or such other location mutually agreeable to the Parties, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") in effect on the date that a Party gives notice of its demand for arbitration.

(b) Dispute Submission. The Party initiating the Arbitration (the "Submitting Party") shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party (the "Responding Party"), which demand must include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief, accompanied by all relevant documents supporting the Demand.

(c) Arbitrator Selection. The arbitrator(s) selected shall have contract resolution experience and experience in the electric power business and shall not have any current or past substantial business or financial relationships with the Parties or their Affiliates. Arbitrators must agree to be bound by the confidentiality provisions of this Agreement. If the amount in controversy is less than $250,000, the Dispute will be determined by a single neutral arbitrator, who will be chosen by the Parties within [NUMBER OF DAYS 36] of submission of the demand on the Responding Party. If the Parties cannot agree on a single neutral arbitrator within such period, the arbitrator shall be chosen by the AAA. If the amount in controversy is $250,000 or greater, the Dispute will be determined by a Panel of three (3) arbitrators. Each Party shall select one arbitrator, but if a Party fails to select an arbitrator within [NUMBER OF DAYS 37] of the submission of the demand on the Responding Party, the arbitrator will be chosen by the AAA. The two arbitrators so selected will select the third arbitrator, who shall act as the chairman of the panel. If the two arbitrators cannot select the third arbitrator within [NUMBER OF DAYS 38] (or such additional time as the Parties may agree) of the selection of both of the first two arbitrators, the third arbitrator shall be chosen by the AAA. As used herein, "Panel" means either a single arbitrator or a group of three arbitrators selected as provided herein.

(e) Discovery. Within [NUMBER OF DAYS 39] of the selection of the third arbitrator, the Parties shall submit statements to the Panel summarizing the issues in the case and including recommendations for discovery. Within [NUMBER OF DAYS 40] of receipt of the statements from the Parties, the Panel will meet with the Parties and issue orders on the scheduling of the case and any discovery to be permitted.

(f) Decision. Upon [NUMBER OF DAYS 41] of completion of the hearing conducted by the Panel, each Party shall submit to the Panel its proposal for resolution of the dispute. The Panel in its award shall be limited to selecting only one of the two proposals submitted by the Parties. The award shall be in writing (stating the amount and reasons therefore) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy between the Parties regarding any claims and counterclaims presented to the Panel. The Panel shall be permitted, in its discretion, to add pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(g) Expenses. Unless otherwise ordered by the Panel, each Party shall bear its own expenses and one-half of the cost of the Panel. Payments of the Panel's costs shall be made on a monthly basis prior to the Award.

23.04 Exceptions to Arbitration. The obligation to arbitrate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute; (ii) actions to enforce an award of a Panel or otherwise to collect payments not subject to bonafide dispute; or (iii) claims involving third parties who have not agreed to participate in the arbitration of the Dispute.

23.05 Survival of Arbitration Provisions. The provisions of this [SECTION 23] shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

24. NOTICES.

Delivery of Notices. All notices or other communications which may be or are required to be given by any party to any other party pursuant to this Agreement shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to [RECEIVED TIME] local time on a business day or in any other case as of the next business day following the day of transmittal); or (v) transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

 If to [COMPANY 1]:

 [COMPANY 1 ADDRESS]

 Attention: [COMPANY 1 CONTACT NAME]

 Email: [COMPANY 1 EMAIL ADDRESS]

 If to [PROVIDER COMPANY]:

 [PROVIDER COMPANY ADDRESS]

 Attention: [PROVIDER COMPANY CONTACT NAME]

 Email: [PROVIDER COMPANY EMAIL ADDRESS]

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

25. MISCELLANEOUS.

25.01 Governing Law. This Agreement shall be governed by the laws of the State of [STATE], including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

25.02 Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words "hereto", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "person" shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non- profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word "including" shall be deemed to be followed by the words "without limitation". In the event of any conflict between the text of this Agreement and the contents of an Exhibit hereto, the text of this Agreement shall govern.

25.03 Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under [SECTION 23(23.03)] in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

25.04 Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

25.05 Assignment. Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of [COMPANY 1], [PROVIDER COMPANY] (i) may assign its rights and obligations hereunder to an Affiliate of [PROVIDER COMPANY] and (ii) may sell or collaterally assign this Agreement in accordance with [SECTION 21]. For purposes of this [SECTION 25(25.05)], transfer does not include any sale of all or substantially all of the assets of [PROVIDER COMPANY] or [COMPANY 1] or any merger of [PROVIDER COMPANY] or [COMPANY 1] with another person, whether or not [PROVIDER COMPANY] or [COMPANY 1] is the surviving entity from such merger, or any other change in control of [PROVIDER COMPANY] or [COMPANY 1], provided any such surviving entity assumes all obligations of [PROVIDER COMPANY] or [COMPANY 1], as appropriate, under this Agreement; provided however, with respect to [COMPANY 1], such surviving entity is acceptable to Financing Party in its sole discretion.

25.06 Service Contract. This Agreement is a service contract pursuant to Section 7701(e)(3) of the Internal Revenue Code.

25.07 No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

25.08 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(rest of page left blank intentionally - signatures appear on next page)

IN WITNESS WHEREOF, intending to be legally bound hereby, [PROVIDER COMPANY] and [COMPANY 1] have executed this Power Purchase Agreement as of the date first set forth above.

[COMPANY 1]

By:

Name (printed): [COMPANY 1 SIGNATORY NAME]

Title: [COMPANY 1 SIGNATORY TITLE]

 [PROVIDER COMPANY]

By:

Name (printed): [PROVIDER COMPANY SIGNATORY NAME]

Title: [PROVIDER COMPANY SIGNATORY TITLE]

GLOSSARY OF TERMS

"Access Rights" means the rights provided in this Agreement for [PROVIDER COMPANY] and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

"Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Agreement" means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

"Applicable Law" means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

"Applicable Solar Program" means the program indicated on [EXHIBIT H].

"Business Day" means a day other than [WORKING DAYS], or other day on which commercial banks in New

York City are authorized or required by law to be closed.

"Change in Law" means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

"Commercial Operation Date" means the date, which shall be specified by [PROVIDER COMPANY] to [COMPANY 1] pursuant to [SECTION 4(4.04)], when the Project is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

"Confidential Information" means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party.

"Dispute" means a controversy or claim arising out of or relating to this Agreement.

"Early Termination Amount" means an amount determined in accordance with [EXHIBIT B], as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes.

"Electric Service [PROVIDER COMPANY]" means any person, including the Local Electric Utility, authorized by the State of [STATE] to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

"Environmental Attributes" means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

"Fair Market Value" means the price that would be paid in an arm's length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

"Financing Party" means a Project Lessor or Lender.

"Force Majeure Event" means any act or event that prevents the affected Party from performing it 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, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; and (iv) strikes or labor disputes. Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

"Governmental Authority" means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

"Hazardous Materials" means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "regulated substances," "solid wastes," or "contaminants" or words of similar import, under any Applicable Law.

"[COMPANY 1]" means [COMPANY 1], a [TYPE OF ENTITY], and all successors and assigns.

"Indemnified Person" means the person who asserts a right to indemnification under [SECTION 15]. Indemnifying Party" means the Party who has the indemnification obligation under [SECTION 15] to the Indemnified Person.

"Initial Period" has the meaning provided in [SECTION 2].

"Installer" means the person designated by [PROVIDER COMPANY] to install the Project on the Premises. "Land Registry" means the office where real estate records for the Site are customarily filed.

"Lender" means persons providing construction or permanent financing to [PROVIDER COMPANY] in connection with installation of the Project.

"Liens" has the meaning provided in [SECTION 8(8.03)].

"Local Electric Utility" means the entity authorized and required under Applicable Law to provide electric distribution service to [COMPANY 1] at the Site.

"Losses" means any and 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 attorney's fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

"Operations Period" has the meaning provided in [SECTION 2].

"Operations Year" means a [NUMBER OF MONTHS 6] period beginning at [START TIME] on an anniversary of the Commercial Operations Date and ending at [END TIME] on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

"Party" means either [COMPANY 1] or [PROVIDER COMPANY], as the context shall indicate, and "Parties " means both [COMPANY 1] and [PROVIDER COMPANY].

"Point of Delivery" has the meaning set forth in [SECTION 5(a)] and [EXHIBIT E].

"Premises" means the portions of the Site described on [EXHIBIT D].

"Project" means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

"Project Lessor" means, if applicable, any Person to whom [PROVIDER COMPANY] transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

"[PROVIDER COMPANY]" means [PROVIDER COMPANY], LLC, a [PROVIDER TYPE OF ENTITY] limited liability company, and all successors and assigns.

"Relocation Event" means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the [PROVIDER COMPANY] in its reasonable discretion.

"Renewable Energy Certificate" or "REC" means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy project.

"Site" means the real property described on [EXHIBIT C] attached hereto.

"Tax Attributes" means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

"Term" shall have the meaning provided in [SECTION 2] hereof.

EXHIBIT A

ENERGY PURCHASE RATES

Operations Year

Price per kWh

1

[Price per kWh for Operations Year 1]

2

[Price per kWh for Operations Year 2]

3

[Price per kWh for Operations Year 3]

4

[Price per kWh for Operations Year 4]

5

[Price per kWh for Operations Year 5]

6

[Price per kWh for Operations Year 6]

7

[Price per kWh for Operations Year 7]

8

[Price per kWh for Operations Year 8]

9

[Price per kWh for Operations Year 9]

10

[Price per kWh for Operations Year 10]

11

[Price per kWh for Operations Year 11]

12

[Price per kWh for Operations Year 12]

13

[Price per kWh for Operations Year 13]

14

[Price per kWh for Operations Year 14]

15

[Price per kWh for Operations Year 15]

16

[Price per kWh for Operations Year 16]

17

[Price per kWh for Operations Year 17]

18

[Price per kWh for Operations Year 18]

19

[Price per kWh for Operations Year 19]

20

[Price per kWh for Operations Year 20]

EXHIBIT B

EARLY TERMINATION AMOUNTS

Operations Year

Early Termination Amount

1

[Early Termination Amount Year 1]

2

[Early Termination Amount Year 2]

3

[Early Termination Amount Year 3]

4

[Early Termination Amount Year 4]

5

[Early Termination Amount Year 5]

6

[Early Termination Amount Year 6]

7

[Early Termination Amount Year 7]

8

[Early Termination Amount Year 8]

9

[Early Termination Amount Year 9]

10

[Early Termination Amount Year 10]

11

[Early Termination Amount Year 11]

12

[Early Termination Amount Year 12]

13

[Early Termination Amount Year 13]

14

[Early Termination Amount Year 14]

15

[Early Termination Amount Year 15]

16

[Early Termination Amount Year 16]

17

[Early Termination Amount Year 17]

18

[Early Termination Amount Year 18]

19

[Early Termination Amount Year 19]

20

[FAIR MARKET VALUE]

EXHIBIT C

[DESCRIPTION OF SITE]

To include:

Site Address

Aerial Photograph

Legal Description of [COMPANY 1]'s property

EXHIBIT D

[DESCRIPTION OF PREMISES]

Location of buildings or portion of Site where the Project will be located

Location of access routes to Premises

Location of interconnection routes for Project across the Site

Location of storage facility

EXHIBIT E

[DESCRIPTION OF PROJECT]

Nameplate capacity

Building Footprint

Output Criteria [60 cycle 120 hertz 3 phase] System CEC-AC rated Capacity (kW) Quantity and type of Photovoltaic Modules

Quantity and type of Inverters

Type of Mounting Structure

Other Balance-of-System items, and

Data Monitoring Equipment

Perimeter Fencing

EXHIBIT F

[INSURANCE REQUIREMENTS]

1. General Liability

1.01 Both [COMPANY 1] and [PROVIDER COMPANY] will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of [DOLLAR AMOUNT 1] for each occurrence, and [DOLLAR AMOUNT 2]) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.

1.02 Both the [COMPANY 1] and [PROVIDER COMPANY] general liability insurance coverage shall:

(a) Be endorsed to specify that the [PROVIDER COMPANY]'s and [COMPANY 1]'s insurance is primary and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

(b) (determine whether required to name utility the Local Electric Utility as an additional insured pursuant to local regulations)

2. Workers' Compensation

Both [COMPANY 1] and [PROVIDER COMPANY] will have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers' Liability insurance shall not be less than [DOLLAR AMOUNT 3] for injury or death each accident.

3. Business Auto

Both [COMPANY 1] and [PROVIDER COMPANY] will have not less than [DOLLAR AMOUNT 4] each accident for bodily injury and property damage, and [DOLLAR AMOUNT 5] in the aggregate.

4. Additional Insurance Requirements

Additional insurance requirements and terms are included in the Applicable Solar Program contract.

5. Additional Insurance Provisions

[COMPANY 1] shall furnish [PROVIDER COMPANY] with certificates of insurance and endorsements of all required insurance, as may be reasonably requested, including for purposes of compliance with Applicable State Solar rebate program. The documentation required for the Applicable Solar Program shall state that coverage shall not be canceled except after [NUMBER OF DAYS 42] prior written notice has been given to the Local Electric Utility. The documentation must be signed by a person authorized by the insurer to bind coverage on its behalf.

6. Additional Installation Contractor Requirements

Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance as follows:

6.01 Commercial general liability insurance will be in the following amounts: [DOLLAR AMOUNT 6] for each occurrence and [DOLLAR AMOUNT 7] aggregate.

6.02 Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.

6.03 Auto coverage not less than [DOLLAR AMOUNT 8] each accident for bodily injury and property damage, and [DOLLAR AMOUNT 9] in the aggregate.

6.04 Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of [DOLLAR AMOUNT 10] and [DOLLAR AMOUNT 11] in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

EXHIBIT G

[FORM OF NOTICE OF GRANT OF INTEREST IN REALTY]

[PROVIDER COMPANY], LLC

NOTICE OF GRANT OF INTEREST IN REALTY

In accordance with the provisions of [COMPANY]., notice is hereby given of that Power Purchase Agreement dated as of [POWER PURCHASE AGREEMENT DATE] for purchase and sale of electrical energy (the "Agreement"). This notice may be executed in counterparts by the

Parties to the Agreement.

Parties to the Agreement:

[COMPANY 1]:

[COMPANY 1 ADDRESS]

[PROVIDER COMPANY]:

[PROVIDER ADDRESS]

Date of Execution: [EXECUTION DATE]

Description of Premises: See [EXHIBIT A] TERM OF AGREEMENT:

The term of the Agreement shall be until the last day of the calendar month in which the twentieth (20th) anniversary of the Commercial Operations Date (as that term is defined in the Agreement) occurs, subject to any extensions or early termination pursuant to the terms of the Agreement.

(signature pages follow)

[PROVIDER COMPANY]

[PROVIDER COMPANY], a [PROVIDER TYPE OF ENTITY]

By:

Name (printed):[PROVIDER COMPANY SIGNATORY NAME]

Title: [TITLE OF PROVIDER COMPANY]

[COMPANY 1]:

[COMPANY 1], a [TYPE OF ENTITY]

By:

Name (printed): [COMPANY 1 SIGNATORY NAME]

Title: [COMPANY 1 SIGNATORY TITLE]

Witness the execution hereof under seal by said parties to said Agreement this [AGREEMENT DAY] day of [AGREEMENT YEAR].

STATE OF [NAME OF STATE]

COUNTY OF [NAME OF COUNTY]

On [SPECIFIC DATE], before me, [NAME OF NOTARY], Notary Public, personally appeared

[NAME OF INDIVIDUAL], personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of [NAME OF STATE] that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

EXHIBIT H

[APPLICABLE SOLAR PROGRAM]

[IDENTIFY PROGRAM] [SUMMARIZE REQUIREMENTS]