

POWER PURCHASE AGREEMENT ("PPA")

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

Purchaser:		Seller:	
Name & Address	City of Decatur 1 Gary K. Anderson Plaza Decatur, IL 62523 Attn: City Manager	Name & Address	Hawk-Attollo, LLC 801 W. Main Street, #A221 Peoria, IL 61606 Attn: Jason Hawksworth, Manager
Phone	217-424-2700	Phone	309-231-3900
Fax	217-424-2871	Fax	309-495-7996
Email	tgleason@decaturil.gov		jason@hawkenergysolutions.com
Premises Ownership	Purchaser [X] owns [] leases the Premises. Project location- Decatur Public Library at 130 N Franklin, Decatur, IL 62523	Additional Seller Information	

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar panel system described in **Exhibit 2** (the "**System**") and installed at the Purchaser's facility described in **Attachment A** (the "**Facility**").

The exhibits listed below are incorporated by reference and made a part of this Agreement (checked if applicable).

- X Exhibit 1: Basic Terms & Conditions
- X Exhibit 2: System Description
- N/A Exhibit 3: Credit Information
- X Exhibit 4: General Terms & Conditions
- X Exhibit 5: Termination Payment
- X Exhibit 6: Description of Premises
- X Exhibit 7: Performance Guarantee Agreement

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- X Exhibit 8: Project Requirements
- X Exhibit 9: Power Purchase Agreement Addendum
- X Exhibit 10: ILSFA Brochure for Non-Profit Public Facilities & Program Resource Guide

Authorization Signatures:

Purchaser: City of Decatur

Seller: Hawk-Attollo, LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Exhibit 1

Basic Terms & Conditions

1. Term: Fifteen (15) years, beginning on the Commercial Operation Date.
2. Additional Terms: Up to two (2) Additional Terms of five (5) years each.
3. Environmental Incentives, Rebates & Attributes: Incentives Accrue to Seller, Attributes to Utility
4. Prepayment Option (See Paragraph 16 for Purchase Option): \$N/A
5. Contract Price (per kWh)/Annual Escalator: \$.0450/1.7%.

Contract Year	\$/kWh
1	.0450
2	.0458
3	.0465
4	.0473
5	.0481
6	.0490
7	.0498
8	.0506
9	.0515
10	.0524
11	.0533
12	.0542
13	.0551
14	.0560
15	.0570

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6. Anticipated Condition Satisfaction Date: August 31, 2025 (estimated)
7. Anticipated Commercial Operations Date: September 30, 2025 (estimated) or following completion of Purchaser's Punchlist, whichever occurs later.
8. Contract Year: Twelve (12) months, the first of which begins the first day of the month following the Commercial Operation Date.
9. Rebate Variance: All prices in this Agreement are calculated based on an upfront rebate of \$248,500 (Ameren mails check to utility billing customer name on file, and Buyer signs over to Seller.). If the actual rebate is lower than calculated, prices will be adjusted pro-rata to reflect the actual rebate received.
10. Illinois Power Agency/Illinois Solar for All: All projects in Illinois Solar for All will be compliant with the program requirements including the ownership of environmental benefits and applicable mandatory terms and conditions in the consumer disclosure such as the option to cancel, late fees, etc. (Exhibit 8)
11. System Installation:

Includes:	☒ Design, engineering, permitting, installation, monitoring, rebate application & paperwork processing of the system ☒ Limited warranty ☒ Any like substantive equipment, in the sole discretion of the Seller ☒ State or utility rebate, if any. Describe: <u>To Developer/Seller</u> (Ameren mails check to utility billing customer name on file, which shall be signed over to Developer/Seller.)
Excludes:	Unforeseen groundwork (including but not limited to excavation/ circumvention or underground obstacles), upgrades or repairs to the existing facility conditions for any repairs necessary to bring up to code or to repair any components in disrepair prior to any alterations related to the system or its interconnection, tree removal and trimming.

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Exhibit 2- Site Location

System Description

1. System Location: 130 N. Franklin, Decatur IL
2. System Size (DC): 903.5 kW
3. Expected First Year Energy Production: 1,234,000 kWh (1.234 GWh)
4. Expected Structure: [X] Ground Mount/Solar Canopy [X] Roof Mount [] Other
5. Expected Modules:

<u>Manufacturer/Model</u>	<u>Quantity</u>
Solar4America S4A550-144MH10	1,808

6. Expected Inverters:

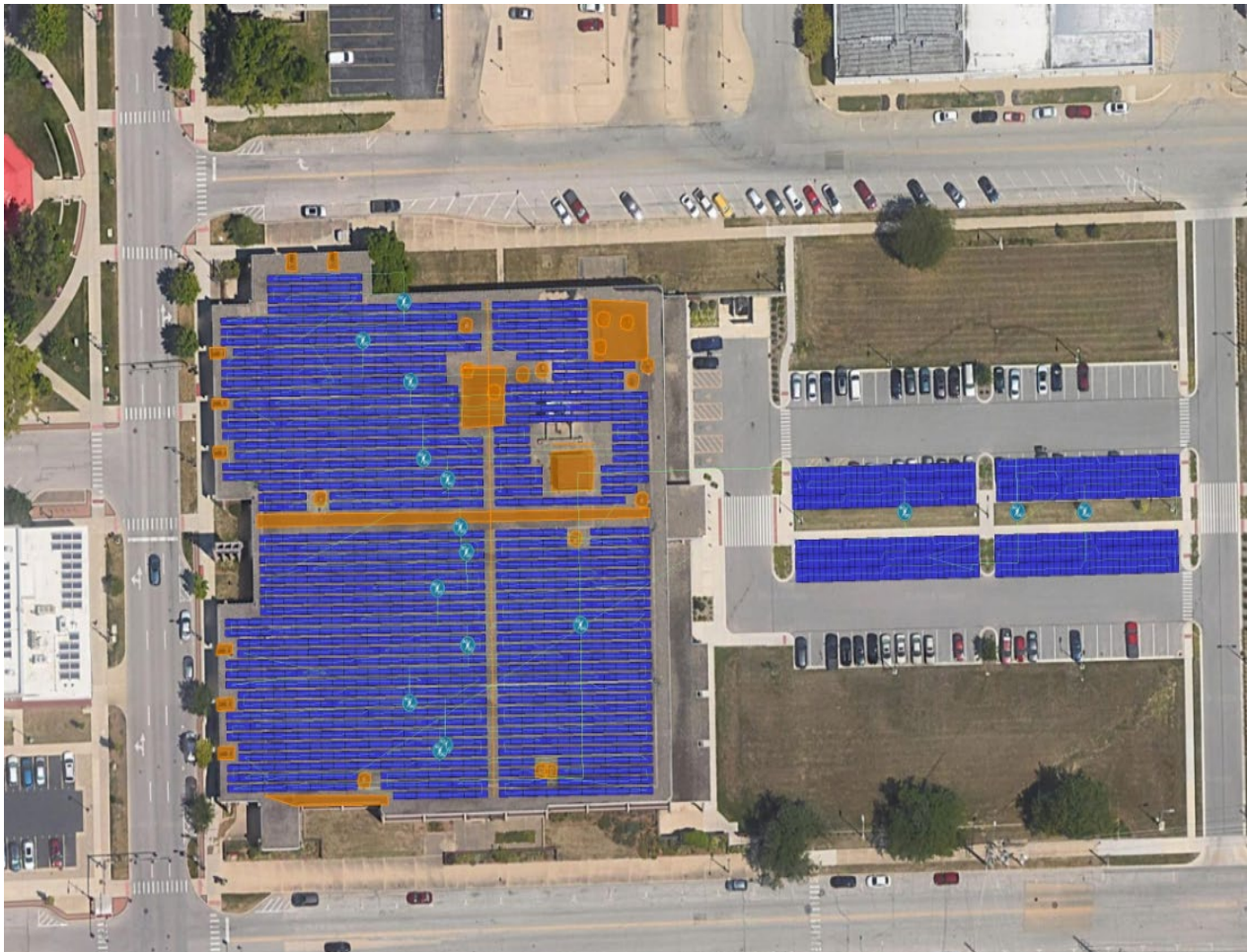
<u>Manufacturer/Model</u>	<u>Quantity</u>
SMA/Sunny Tripower CORE 1 50-US	16

7. Facility & System Layout: See **Exhibit 2a, Attachment A**
8. Utility/Account Number: Ameren/0734699377

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Exhibit 2, Attachment A Facility & System Layout

Aerial Photograph of the Facility	See below
Conceptual Drawing of the System	See below
Delivery Point	Delivery point at <u>main service panel</u>
Access Points	At main switch and utility meter input



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Exhibit 3

Exhibit 3, Credit Information

Credit Information- Not Applicable

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Exhibit 4

Solar Power Purchase Agreement

General Terms & Conditions

August 8, 2013 Solar Energy Finance Association Version 1.0

1. **Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all the electric energy generated by the System during the Initial Term and any Additional Term (as defined in **Exhibit 1**, and collectively the "**Term**"). Electric energy generated by the System will be delivered to the Purchaser at the delivery point identified on **Exhibit 2** (the "**Delivery Point**"). Purchaser shall take title to the electric energy generated by the System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Purchaser may purchase electric energy for the Facility from other sources if the Purchaser's electric requirements at the Facility exceed the output of the System. Any purchase, sale and/or delivery of electric energy generated by the System prior to the Commercial Operation Date shall be treated as purchase, sale and/or delivery of limited amounts of test energy only and shall not indicate that the System has been put in commercial operation by the purchase, sale and/or delivery of such test energy.
3. **Term and Termination.**
 - a. **Initial Term.** The initial term ("**Initial Term**") of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement. The "**Commercial Operation Date**" is the date Seller gives Purchaser written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point. Such notice shall be deemed effective unless Purchaser reasonably objects within five (5) days of the date of such notice. Upon Purchaser's request, Seller will give Purchaser copies of certificates of completion or similar documentation from Seller's contractor and the interconnection or similar agreement with the entity authorized and required under applicable law to provide electric distribution service to Purchaser at the Facility (the "**Utility**"), as set forth on **Exhibit 2**. This Agreement is effective as of the Effective Date and Purchaser's failure to enable Seller to provide the electric energy by preventing it from installing the System or otherwise not performing shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.

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- b. **Additional Terms.** Prior to the end of the Initial Term or of any applicable Additional Term, as defined below, if Purchaser has not exercised its option to purchase the System, either Party may give the other Party written notice of its desire to extend this Agreement on the terms and conditions set forth herein for the number and length of additional periods specified in **Exhibit 1** (each such additional period, an "**Additional Term**"). Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Initial Term or the then current Additional Term, as applicable. The Party receiving the notice requesting an Additional Term shall respond positively or negatively to that request in writing within thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall be deemed a rejection of the offer for an Additional Term. If both Parties agree to an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term on the same terms and conditions as set forth in this Agreement. If the Party receiving the request for an Additional Term rejects or is deemed to reject the first Party's offer, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.

4. **Billing and Payment.**

- a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electric energy generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in **Exhibit 1** (the "**Contract Price**"). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of energy generated during the applicable month, as measured by the System meter.
- b. **Monthly Invoices.** Seller shall invoice Purchaser monthly, either manually or electronically. Such monthly invoices shall state (i) the amount of electric energy produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser. The Contract Price includes electronic invoicing. If manual invoicing is required, Seller reserves the right to charge a twenty-five-dollar (\$25) handling charge to each invoice.
- c. **Taxes.** Purchaser shall either pay or reimburse Seller for any and all taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the System or the interconnection of the System to the Utility's electric distribution system, excluding property taxes on the System; provided, however, Purchaser will not be required to pay or reimburse Seller for any taxes during periods when Seller fails to deliver electric energy to Purchaser for reasons other than Force Majeure or as a result of Purchaser's acts or omissions. For purposes of this Section 4(c), "**Taxes**" means any federal, state and local ad valorem, , occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller's revenues due to the sale of energy under this Agreement, which shall be Seller's responsibility. No real estate taxes are anticipated by this agreement, but the seller shall be responsible for any real estate taxes caused by this system. Any Property taxes levied against the system will necessitate an adjustment in the Rate Recovery Fee to

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recover costs, which adjustment shall be no greater than necessary for Seller to recover costs commensurate with the Property tax levy.

- d. **Payment Terms.** All amounts due under this Agreement shall be due and payable net sixty (60) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the (60) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the prime rate, as published in the Wall Street Journal (but not to exceed the maximum rate permitted by law).

5. **Environmental Attributes and Incentives.** Unless otherwise specified on **Exhibit 1**, Seller is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and Purchaser’s purchase of electricity under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the System, all of which shall be retained by Seller. Purchaser shall cooperate with Seller in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Environmental Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Purchaser, if engaged in commerce and/or trade, shall submit to Seller for approval any press releases regarding Purchaser’s use of solar or renewable energy and shall not submit for publication any such releases without the written approval of Seller. Approval shall not be unreasonably withheld, and Seller’s review and approval shall be made in a timely manner to permit Purchaser’s timely publication.

“**Environmental Attributes**” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gasses (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable

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energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and Green-e® products. This includes State of Illinois Renewable Energy Credits.

“**Environmental Incentives**” means all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

“**Governmental Authority**” means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any arbitrator with authority to bind a party at law.

“**Tax Credits**” means all (a) investment tax credits, (b) production tax credits and (c) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

6. **Conditions to Obligations.**

a. **Conditions to Seller’s Obligations.** Seller’s obligations under this Agreement are conditioned upon the completion of the following conditions to Seller’s reasonable satisfaction on or before the Condition Satisfaction Date:

- i. Completion of a physical inspection of the Facility and the property upon which the Facility is located (the “**Premises**”) including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Facility and the Premises for the System;
- ii. Approval of (A) this Agreement and (B) the Construction Agreement (if any) for the System by Seller’s Financing Parties. “**Construction Agreement**” as used in this subsection means an agreement between Seller and any Contractor or Subcontractor to install the System;
- iii. Confirmation that the Seller will obtain all applicable Environmental Incentives and Tax Credits;
- iv. Receipt of all necessary zoning, land use and building permits; and
- v. Receipt of all necessary agreements with the Utility for interconnection of the System to Facility electrical system and/or the Utility’s electric distribution system.

b. **Failure of Conditions.** If any of the conditions listed in subsection (a) are not satisfied by the Condition Satisfaction Date, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the Parties are unable to negotiate new dates, then Seller may terminate this Agreement upon ten (10) days written notice

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to Buyer without liability for costs or damages or triggering a default under this Agreement.

- c. **Commencement of Construction.** Seller's obligation to commence construction and installation of the System is conditioned on Seller's receipt of (A) proof of insurance for all insurance required to be maintained by Purchaser under this Agreement and (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Premises or the Facility, as applicable, that such person will recognize Seller's rights under this Agreement for as long Seller is not in default hereunder.
- d. **Conditions to Purchaser's Obligations.** Purchaser's obligations under Section 4(a) are conditioned upon the occurrence of the Commercial Operation Date for the System by the Outside Commercial Operation Date.

7. Seller's Rights and Obligations.

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

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

- b. **Standard System Repair and Maintenance.** Seller shall construct and install the System at the Facility. The System shall have adequate resistance to wind loads. During the Term, Seller will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser's negligence, willful misconduct or breach of this Agreement. Routine repairs and maintenance shall include, but not be limited to, effective water management and salt tolerance. Seller shall also ensure adequate lighting at the Facility, which lighting level shall be no less than the original condition of the lighting system prior to construction and installation of the System at the Facility. Seller shall not be responsible for any work done by others on any part of the System unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Seller or Seller's contractors. If the System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller's contractors' then current standard rates. Seller shall provide Purchaser with reasonable notice prior to accessing the Facility to make standard repairs.

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- c. **Non-Standard System Repair and Maintenance.** If seller incurs incremental costs to maintain the System to conditions at the Facility or due to the inaccuracy of any information provided by Purchaser and relied upon by Seller, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Seller. In such an event, the Parties will negotiate such equitable adjustment in good faith.
- d. **Breakdown Notice.** Seller shall notify Purchaser within twenty-four (24) hours following Seller's discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Purchaser shall notify Seller immediately upon the discovery of an emergency condition affecting the System.
- e. **Suspension.** Notwithstanding anything to the contrary herein, Seller shall be entitled to suspend delivery of electricity from the System to the Delivery Point for maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser.
- f. **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.
- g. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Facility free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Facility following non-payment by Purchaser of amounts due under this Agreement. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility or the Premises in connection with such charges. Upon the written request of Purchaser, Seller shall promptly discharge such claims, losses, damages, liabilities and expenses; provided, however, Purchaser shall also have, and may exercise at any time and from time to time, the right to offset payments due Seller to clear all liens placed on the Facility or the Premises due to Seller's acts and omissions, including all associated claims, losses, damages, liabilities and expenses resulting from such liens. Provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the

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Facility and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility and the Premises.

- h. **No Warranty.** No warranty or remedy, whether statutory, written, oral, express or implied, including without limitation, warranties of merchantability and fitness for a particular purpose, or warranties arising from course of dealing or usage of trade shall apply. The remedies set forth in this Agreement shall be Purchaser's sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.

8. **Purchaser's Rights and Obligations.**

- a. **Access to the Premises; Facility Access Rights.** Purchaser grants to Seller and to Seller's agents, employees, contractors, and assignees an irrevocable non-exclusive license running with the Premises (the "**License**") for access to, on, over, under and across the Premises for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (ii) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters necessary to interconnect the System to Purchaser's electric system at the Facility, to the Utility's electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall notify Purchaser prior to entering the Facility except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the "**License Term**"). During the License Term, Purchaser shall ensure that Seller's rights under the License and Seller's access to the Premises and the Facility are preserved and protected. Purchaser shall not interfere with nor shall permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this Agreement by either Party. At request of Seller, Purchaser shall execute a memorandum of License, and which shall be in form and substance as agreed to by the parties. Seller may, at its sole cost and expense, record such memorandum of License with the appropriate land registry or recorder's office.
- b. **OSHA Compliance.** Seller shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in its performance under this Agreement.
- c. **Maintenance of Facility.** Purchaser or Lessee shall, at its sole cost and expense, maintain the Facility in good condition and repair. Purchaser will ensure that the Facility remains interconnected to the Utility's electric distribution system at all times and will not cause cessation of electric service to the Facility from the Utility. Purchaser is fully responsible for the maintenance and repair of the Facility's electrical system and of all of Purchaser's

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equipment that utilizes the System's outputs. Purchaser shall properly maintain in full working order all of Purchaser's electric supply or generation equipment that Purchaser may shut down while utilizing the System. Purchaser shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.

- d. **No Alteration of Facility.** Purchaser shall not make any alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without Seller's prior written consent, which consent shall not be unreasonably withheld or delayed. Provided, however, that during initial construction and installation of the System at the Facility, Seller shall provide Purchaser with the opportunity to construct and install conduits for the installation of security cameras on the Facility; at any point during the Term of this Agreement, Purchaser shall also be allowed to install security cameras upon the Facility. Purchaser shall be responsible for all costs associated with the construction and installation of such conduits and security cameras; such construction and installation shall not interfere with the operation and maintenance of the System. If Purchaser wishes to make such alterations or repairs, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Purchaser shall be responsible for all damage to the System caused by Purchaser or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work and any replacement of the System after completion of Purchaser's alterations and repairs, shall be done by Seller or its contractors at Purchaser's cost. In addition, in the event Purchaser makes such alterations or repairs, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during such disconnection or removal; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during such disconnection or removal; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during such disconnection or removal; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during such disconnection or removal. Determination of the amount of energy that would have been produced during any disconnection or removal shall be in accordance with the procedures in Section 10(b). All of Purchaser's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.
- e. **Outages.** Purchaser shall be permitted to be offline for a total of forty-eight (48) daylight hours (each, a "**Scheduled Outage**") per calendar year during the Term, during which hours Purchaser shall not be obligated to accept or pay for electricity from the System;

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provided, however, that Purchaser must notify Seller in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of forty-eight (48) daylight hours per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the outage; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the outage; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during the outage; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during the outage. Determination of the amount of energy that would have been produced during the removal or disconnection shall be in accordance with the procedures in Section 10(b).

- f. **Liens.** Purchaser shall not directly or indirectly cause or create any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim. Notwithstanding anything else herein to the contrary, pursuant to Section 19(a), Seller may grant a lien on the System and may assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party. ~~Purchaser is not responsible for any mortgage, pledge, lien charge, security interest, encumbrance, or other claim of any nature that may be caused or created by the owner of the Facility or other third parties.~~
- g. **Security.** Purchaser shall be allowed to continue to use the Facility, including but not limited to as a public and private parking lot. The Purchaser shall be permitted to do anything on the Facility that would not foreseeably harm the System.
- h. **Insolation.** Purchaser understands that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the System, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the System's existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such

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injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 8(h) against Purchaser.

- i. **Data Line.** Purchaser shall provide Seller a high-speed internet data line during the Term to enable Seller to record the electric energy generated by the System. If Purchaser fails to provide such high-speed internet data line, or if such line ceases to function and is not repaired, Seller may reasonably estimate the amount of electric energy that was generated and invoice Purchaser for such amount in accordance with Section 4.
 - j. **Breakdown Notice.** Purchaser shall notify Seller within twenty-four (24) hours following the discovery by it of (i) any material malfunction in the operation of the System; or (ii) any occurrences that could reasonably be expected to adversely affect the System. Purchaser shall notify Seller immediately upon (i) an interruption in the supply of electrical energy from the System; or (ii) the discovery of an emergency condition respecting the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.
9. **Change in Law.** "Change in Law" means (i) the enactment, adoption, promulgation, modification, or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Seller's obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Agreement shall not be a Change in Law pursuant to this Agreement.

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

If any Change in Law occurs that has a material adverse effect on the cost to the Purchaser regarding its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Seller from Purchaser of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve

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the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Purchaser shall have the right to terminate this Agreement in accordance with Exhibit 4.

10. **Relocation of System.**

- a. **System Relocation.** If Purchaser ceases to conduct business operations at the Facility, or otherwise vacates the Facility prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same utility district as the terminated System or in a location with similar utility rates and Insolation. Purchaser shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Purchaser shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) License, which will be amended to grant rights in the real property where the System relocated to; and (iii) Term, which will be equal to the remainder of the Term of this Agreement calculated starting at the shutdown of the System pursuant to such relocation, and shall toll until the relocated System achieves commercial operation of such new location. Such amended agreement shall be deemed to be a continuation of this Agreement without termination. In addition, Purchaser shall be obligated to provide a new executed and notarized agreement covering the substitute premises in form and content substantially similar to the Easement Agreement. Purchaser shall also provide any new consents, estoppels, or acknowledgments reasonably required by Financing Parties in connection with the substitute premises.
- b. **Costs of Relocation.** Purchaser shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Seller in connection with removal of the System from the Facility and installation and testing of the System at the substitute facility and all applicable interconnection fees and expenses at the substitute facility, as well as costs of new title search and other out-of-pocket expenses connected to preserving and refileing the security interests of Seller's Financing Parties in the System. In addition, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the relocation; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the relocation; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during the relocation; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during the relocation. Determination of the amount of energy that would have been produced during the relocation shall be based, during the first Contract Year, on the estimated levels of production and, after the first Contract Year, based on actual operation of the System in the same period in the previous

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Contract Year, unless Seller and Purchaser mutually agree to an alternative methodology. "**Contract Year**" means the twelve-month period beginning at 12:00 AM on the Commercial Operation Date or on any anniversary of the Commercial Operation Date and ending at 11:59 PM on the day immediately preceding the next anniversary of the Commercial Operation Date, provided that the first Contract Year shall begin on the Commercial Operation Date.

- c. **Adjustment for Insolation; Termination.** Seller shall remove the System from the vacated Facility prior to the termination of Purchaser's ownership, lease or other rights to use such Facility. Seller will not be required to restore the Facility to its prior condition but shall promptly pay Purchaser for any damage caused by Seller during removal of the System, but not for normal wear and tear. If the substitute facility has inferior Insolation as compared to the original Facility, Seller shall have the right to make an adjustment to **Exhibit 1** such that Purchaser's payments to Seller are the same as if the System were located at the original Facility, increased to the extent necessary to compensate Seller for reduced revenues from Environmental Attributes and reduced Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) receive as a result of the relocation. If Purchaser is unable to provide such substitute facility and to relocate the System as provided, any early termination will be treated as a default by Purchaser.
11. **Removal of System at Expiration.** Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option), Seller shall, at its expense, remove all its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than 180 days after the expiration of the Term. Seller shall provide Purchaser a decommissioning bond for the full removal and any damages to the existing premises. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of System mounting pads or other support structures. If applicable, Seller's removal of the System will not affect the integrity of Purchaser's roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Seller is responsible for the repair and/or replacement of any and all damages caused by the removal of the System. In no case shall Seller's removal of the System cause damage to the Facility at the time of removal and insofar as damages occur, Seller shall be responsible for the associated costs, excluding normal wear and tear. Seller shall leave the Facility in neat and clean order. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Seller's cost. Purchaser shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

It is acknowledged that Seller's failure to remove the System by such agreed upon date will cause Purchaser to incur substantial removal costs, economic damages, and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by Purchaser of actual damages, and that liquidated damages represent a fair, reasonable and

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appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, Seller agrees that liquidated damages may be assessed and recovered by Purchaser as against Seller and its Surety, in the event of delayed removal and without Purchaser being required to present any evidence of the amount and character of actual damages sustained by reason thereof; therefore Seller shall be liable to Purchaser for payment of liquidated damages in the amount of One Thousand Dollars (\$1,000) for each day that substantial removal beyond the agreed upon date. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Seller shall pay them to Purchaser without limiting Purchaser's right to terminate this agreement for default as provided elsewhere herein.

12. **Measurement.** Seller shall install one or more meter(s), as Seller deems appropriate, at or immediately before the Delivery Point to measure the output of the System. Such meter shall meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility. Seller shall maintain the meter(s) in accordance with industry standards.
13. **Default, Remedies, and Damages.**
 - a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed to be the "**Defaulting Party**", the other Party shall be deemed to be the "**Non-Defaulting Party**", and each event of default shall be a "**Default Event**":
 - i. Failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("**Payment Default**");
 - ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
 - iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
 - iv. Purchaser loses its rights to occupy and enjoy the Premises;
 - v. a Party becomes insolvent or is a part to a bankruptcy, reorganization, insolvency, liquidation receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the

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Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure; or

- vi. Purchaser prevents Seller from installing the System or otherwise failing to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser’s obligations to make payments that otherwise would have been due under this Agreement;
- vii. Seller fails to remain an Illinois Solar for All (“ILSFA”) approved vendor or approved vendor designee;
- viii. Seller fails to comply with the Prevailing Wage Act as required by the ILSFA program;
- ix. Seller fails to maintain agreements with and approvals from Ameren to interconnect with its delivery system;
- x. Seller fails to pay tax liabilities when due; or
- xi. Seller fails to provide solar generation for the sole use of Purchaser for a period of greater than six (6) months not related to a Force Majeure event.

b. **Remedies.** Remedies for default, damages upon termination by default, termination payments, and obligations are detailed as follows:

- i. **Remedies for Payment Default.** If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages.
- ii. **Remedies for Other Defaults.** On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement or suspend its performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages. Nothing herein shall limit either Party’s right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event. If Purchaser terminates this contract without cause prior to commencement of System installation, a five-thousand (\$5,000) design cancellation fee shall also apply in addition to any other remedy available to Seller.
- iii. **Damages Upon Termination by Default.** Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the “**Termination Payment**”):
 - a. **Purchaser.** If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to for any given Contract Year, the amount set forth on

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Exhibit 4, Attachment A attached hereto. The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement.

- b. **Seller.** If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (1) the net present value (using a discount rate of prime +2%) of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (2) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; (3) any removal costs incurred by Purchaser, and (4) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero.
- c. **Obligations Following Termination.** If a Non-Defaulting Party terminates this Agreement pursuant to this Section 13(b), then following such termination, Seller shall, at the sole cost and expense of the Defaulting Party, remove the equipment (except for mounting pads and support structures) constituting the System. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

14. Representations, Warranties and Covenants

- a. **General Representations and Warranties.** Each Party represents and warrants to the other the following as of the Effective Date:
 - i. Such Party is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

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- ii. Such Party has obtained all licenses, authorizations, consents, and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.
 - b. **Purchaser's Representations, Warranties and Covenants.** Purchaser represents and warrants to the Seller the following as of the Effective Date and covenants throughout the Term:
 - i. **License.** Purchaser has title to or a leasehold or other property interest in the Premises. Purchaser has the full right, power and authority to grant the License contained in Section 8(a). Such grant of the License does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Facility. If Purchaser does not own the Premises or Facility, Purchaser has obtained all required consents from the owner of the Premises and/or Facility to grant the License and enter into and perform its obligations under this Agreement.
 - ii. **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.
 - iii. **Accuracy of Information.** All information provided by Purchaser to Seller, as it pertains to the Facility's physical configuration, Purchaser's planned use of the Facility, and Purchaser's estimated electricity requirements, is accurate in all material respects.
 - iv. **Purchaser Status.** Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
 - v. **Hazardous Substances.** Purchaser is not aware of any hazardous substances at, on, above, below, or near the Premises.
 - vi. **No Pool Use.** No electricity generated by the System will be used to heat a swimming pool.
15. **System and Facility Damage and Insurance.**
- a. **System and Facility Damage.**
 - i. **Seller's Obligations.** If the System is damaged or destroyed other than by Purchaser's gross negligence or willful misconduct Seller shall promptly repair and restore the System to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the System is destroyed during the last five (5)

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years of the Initial Term or during any Additional Term, Seller shall not be required to restore the System, but may instead terminate this Agreement, unless Purchaser agrees (A) to pay for the cost of such restoration of the System or (B) to purchase the System "AS-IS" at its Fair Market Value as determined in accordance with Section 16(c).

- ii. **Purchaser's Obligations.** If the Facility is damaged or destroyed by casualty of any kind or any other than Seller's gross negligence or willful misconduct, such that the operation of the System and/or Purchaser's ability to accept the electric energy produced by the System are materially impaired or prevented, Purchaser shall promptly work with the owner of the Premises to repair and restore the Facility to its pre-existing condition; provided, however, that if more than 50% of the Facility is destroyed during the last five years of the Initial Term or during any Additional Term, Purchaser may elect either (A) to restore the Facility or (B) to pay the Termination Payment and all other costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.

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

- i. **Seller's Insurance.** Seller shall maintain (A) property insurance on the System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law. Seller's commercial general liability insurance shall be endorsed to name Purchaser as an additional insured and shall also include the following endorsement: "The insurance afforded to the additional insured is primary insurance. If the additional insured has other insurance that is applicable to the loss on a contributing, excess or contingent basis, the amount of this insurance company's liability under this policy shall not be reduced by the existence of such other insurance. Any insurance covered by the additional insured shall be excess and non-contributing with the insurance provided by the Seller."
- ii. **Purchaser's Insurance.** Purchaser shall maintain commercial general liability insurance coverage of at least 1,000,000 dollars (\$1,000,000) per occurrence and 2,000,000 dollars (\$2,000,000) annual aggregate.

- c. **Policy Provisions.** All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than ten (10) days written notice before the insurance is canceled, or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise canceled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policyholders Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.

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- d. **Certificates.** Upon the other Party's request, each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

16. **Ownership; Option to Purchase.**

- a. **Ownership of System.** Throughout the Term (except as otherwise permitted in Section 19) Seller shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes (unless otherwise specified on Exhibit 1), and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Each of the Seller and Purchaser agree that the Seller (or the designated assignee of Seller permitted under Section 19) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Purchaser is not the fee owner, Purchaser will obtain such consent from such owner. Upon request, Purchaser agrees to deliver to Seller a non-disturbance agreement in a form reasonably acceptable to Seller from the owner of the Facility (if the Facility is leased by Purchaser), any mortgagee with a lien on the Premises, and other Persons holding a similar interest in the Premises. To the extent that Purchaser does not own the Premises or Facility, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or Facility or termination of Purchaser's lease of the Premises and/or Facility.
- b. **Option to Purchase.** At the end of any Contract Year but no sooner than after the sixth Contract Year, and at the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price determined by the Seller at the fair market value of the system. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. Any such purchase shall be on an as-is, where-is basis, and Seller shall not provide any warranty or other guarantee

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regarding the performance of the System, provided, however, that Seller shall assign to Purchaser any manufacturer's warranties that are in effect as of the purchase, and which are assignable pursuant to their terms.

- c. **Determination of Fair Market Value.** "Fair Market Value" means, in Seller's reasonable determination: (i) the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, or (ii) the present value (using a discount rate of all associated future income streams expected to be received by Seller arising from the operation of the System for the remaining term of the Agreement). Seller shall determine Fair Market Value within thirty (30) days after Purchaser has exercised its option to Purchase the System. Seller shall give written notice to the Purchaser of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If the Purchaser reasonably objects to Seller's determination of Fair Market Value within thirty (30) days after Seller has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the System, Purchaser will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder.

17. **Indemnification and Limitations of Liability**

- a. **General.** Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "**Indemnified Parties**"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 14 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or

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its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 17(a) however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 17(c).

- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 17(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 17(b) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.
- c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all the Purchaser's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 17(c)(i)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises or the Premises generally or any deposit, spill or release of any Hazardous Substance.

"Hazardous Substance" means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental

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Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

18. **Force Majeure.**

- a. **"Force Majeure".** Force Majeure means any event or circumstance beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.
- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.
- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Purchaser's ability to make payment, and no late fees will be imposed during the reasonable recovery period for Purchaser up to one-hundred and twenty (120) days.
- d. If a Force Majeure event continues for a period of six (6) months, one-hundred and eighty (180) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then at any time during the continuation of the Force

POWER PURCHASE AGREEMENT ("PPA")

Majeure event, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

19. **Assignment and Financing.**

- a. **Assignment.** This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party within thirty (30) calendar days, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party, (ii) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Seller, (iii) assign this Agreement and the System to any entity through which Seller is obtaining financing or capital for the System and (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Seller (provided that Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Seller's obligations hereunder by the assignee). In the event of any such assignment, the Seller shall be released from all its liabilities and other obligations under this Agreement. However, any assignment of Seller's right and/or obligations under this Agreement, shall not result in any change to Purchaser's rights and obligations under this Agreement. Purchaser's consent to any other assignment shall not be unreasonably withheld if Purchaser has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.
- b. **Financing.** The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from one or more Financing Parties. "**Financing Parties**" means person or persons providing construction or permanent financing to Seller in connection with construction, ownership, operation and maintenance of the System, or if applicable, means, if applicable, any person to whom Seller has transferred the ownership interest in the System, subject to a leaseback of the System from such person. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with an assignment pursuant to Section 19(a)(i)-(iv), Purchaser agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.
- c. **Successor Servicing.** The Parties further acknowledge that in connection with any construction or long-term financing or other credit support provided to Seller or its

POWER PURCHASE AGREEMENT ("PPA")

affiliates by Financing Parties, that such Financing Parties may require that Seller or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the System and/or administrative services with respect to this Agreement (the "**Successor Provider**"). Purchaser agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement.

20. **Confidentiality and Publicity.**

- a. **Confidentiality.** If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Purchaser's business ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the System. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and affiliates, lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information). Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 20(a), except as set forth in Section 20(b). All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 20(a) by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 20(a). To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 20(a) but shall be in addition to all other remedies available at law or in equity.

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- b. **Permitted Disclosures.** Notwithstanding any other provision in this Agreement, neither party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.
21. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and Environmental Incentives and any related reporting rights.
22. **Miscellaneous Provisions.**
- a. **Choice of Law.** The law of the state where the System is located, Illinois, shall govern this Agreement without giving effect to conflict of law principles.
- b. **Arbitration and Attorney's Fees.** Any dispute arising from or relating to enforcement of this Agreement but not for contribution in tort claims or other claims which do not involve interpretation or enforcement of the agreement, shall be arbitrated in Illinois with a mutually agreed upon arbitrator. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a local mediator may be consulted prior to arbitration and shall be mutually agreed upon. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.
- c. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or

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registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.

- d. **Survival.** Provisions of this Agreement should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 7(h) (No Warranty), Section 14 (Representations and Warranties), Section 15(b) (Insurance Coverage), Section 17 (Indemnification and Limits of Liability), Section 20 (Confidentiality and Publicity), Section 22(a) (Choice of Law), Section 22 (b) (Arbitration and Attorneys 'Fees), Section 22(c) (Notices), Section 22 (g) (Comparative Negligence), Section 22(h) (Non-Dedication of Facilities), Section 22(j) (Service Contract), Section 22(k) (No Partnership) Section 22(l) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 22(m) (No Third Party Beneficiaries).
- e. **Further Assurances.** Each of the Parties hereto agrees to provide such information, execute and delivery an instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- f. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

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- g. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
- h. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 11 of this Agreement.
- i. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.
- j. **Service Contract.** The Parties intend for this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- k. **No Partnership.** No provision of this agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.

POWER PURCHASE AGREEMENT ("PPA")

- l. Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such an event, such provision shall be changed and interpreted to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
- m. No Third-Party Beneficiaries.** Except for assignees, Financing Parties [and Successor Providers] permitted under Section 19, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.
- n. Bonding.**

 - i. Performance Bond Liability.** Any performance bond issued for a site or system will cease one (1) year from the completion of construction. If a warranty or guarantee is provided under the terms of this Agreement, the balance of any warranty or guarantee beyond one-year term of the applicable performance bond shall continue to be guaranteed solely by Seller under the terms of this Agreement. The performance bond does not guarantee any property restorative requirements.
 - ii. Payment Bond Liability.** Any payment bond issued will cease at the termination of any time required by law.
 - iii. Performance Guarantee.** Neither payment bonds, whether for labor or materials, nor performance bonds are applicable to any specified performance guarantee.

POWER PURCHASE AGREEMENT (“PPA”)

Exhibit 4 Termination Payment

Contract Year	Termination Payment Amount
1	\$3,681,061
2	\$1,563,556
3	\$1,057,240
4	\$659,309
5	\$380,606
6	\$233,058
7	\$229,785
8	\$226,153
9	\$222,130
10	\$217,682
11	\$212,774
12	\$207,364
13	\$201,409
14	\$194,859
15	\$187,664
After Year 15	Fair Market Value

POWER PURCHASE AGREEMENT (“PPA”)

Exhibit 5

Attachment A- Description of Premises

Premises on which the solar asset and its components shall be located consist generally of the City of Decatur Public Library Building & Parking Lot in accordance with the following descriptions from GIS:

ALLEN MC REYNOLDS & COS ~ALL BLK 10 & VAC ALLEYS & LTS ~2,3,6,7,10,11,13,14 B 15/ ~ST DOC 01-58-94 MAIN LIBRARY ~(EX E127 OF VAC ALLEY LYG ~BTWN LTS 9,10,11,12,13,& 14 BLK 15 & ALSO E107 LT 12 ~BLK 15 98-58-100 & EX E 0.39A 88X195)

POWER PURCHASE AGREEMENT (“PPA”)

Exhibit 7

Performance Guarantee Agreement

This Performance Guarantee Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

Purchaser:		Seller:	
Name and Address	City of Decatur 1 Gary K Anderson Plaza Decatur, IL 62523 Attn: City Manager	Name and Address	Hawk-Attollo, LLC 801 W. Main Street Suite A221 Peoria, IL 61606 Attn: Jason Hawksworth
Phone	217-424-2700	Phone	309-231-3900
Fax	217-424-2871	Fax	309-495-7996
Email	tgleason@decaturil.gov	E-mail	jason@hawkenergysolutions.com
System Description: Detailed in the Power Purchase Agreement Exhibit 2		Size/Location: Decatur Public Library – 994.4 kW (DC)	

This Agreement sets forth the terms and conditions of a performance guarantee provided by Seller in conjunction with that certain solar Power Purchase Agreement (“**PPA**”) by and between Seller and Purchaser dated _____.

1. **Warranty.** Seller guarantees that during the term of the PPA the System will generate the guaranteed kilowatt-hours (kWh) (“**Guaranteed kWh**”) of energy to Purchaser set forth as follows:
 - A. Seller guarantees that the System will produce 90% of the Guaranteed kWh in the baseline Contract Year 1 with an annual adjustment of the Annual System Degradation Factor of 1% for all subsequent Contract Years.
 - B. Commencing on the second anniversary of the Commercial Operation Date, if at the end of each successive thirty-six (36) month anniversary thereof, the cumulative Actual kWh generated by the System is **less** than the Guaranteed kWh, then the Seller will send Purchaser a refund check equal to the difference between the average cost of electricity per kWh shown on the User’s electric utility bill for the Contract Year for each kWh of such Production Shortfall and the Electricity Price. Seller will make that payment within thirty (30) days after the end of the relevant calendar year.

POWER PURCHASE AGREEMENT ("PPA")

- C. Commencing on the second anniversary of the Commercial Operation Date, if at the end of each successive thirty-six (36) month anniversary thereof the Actual kWh is **greater** than the Guaranteed kWh during any thirty-six (36) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the next true up period.

- D. **"Guaranteed kWh":**

True Up Term Years	City of Decatur - Guaranteed kWh
Years 1-3	3,298,593
Years 4-6	3,200,622
Years 7-9	3,105,560
Years 10-12	3,013,322
Years 13-15	2,923,823

- E. **"Actual kWh"** means the AC electricity produced by the System in kilowatt-hours measured and recorded by Seller during each successive thirty-six (36) month anniversary of the Commercial Operation Date. To measure the Actual kWh, the parties shall use the Egaugue revenue grade meter or to the extent such services are not available, Seller will estimate the Actual kWh by using reasonable commercial methods.

- F. **Effective Date:** The term of the Agreement shall commence on the Effective Date and shall continue for fifteen (15) years from the Commercial Operation Date (the "Term"), unless and until the earlier termination of the PPA. If the Parties to the PPA elect to renew the PPA at the end of its term as provided for therein, Purchaser may request that this Agreement be-renewed in conjunction with the PPA. Seller shall promptly respond to such request with the terms under which Seller will renew this Agreement.

2. **Exclusions.** The Guarantee does not apply to any repair, replacement or correction required due to the following:

- A. Someone other than Seller or its approved service providers installs, removes, re-installs or repairs the System;
- B. Destruction or damage to the System or its ability to safely produce energy not caused by Seller or its approved service providers while servicing the System (e.g., a tree falls on the System);
- C. Purchaser's failure to perform, or breach of, Purchaser's obligations under the PPA to the extent such failure or breach impacts System production (such as if Purchaser modifies or alters the System);

POWER PURCHASE AGREEMENT ("PPA")

- D. Purchaser's breach of this Agreement including being unavailable to provide access or assistance to Seller in diagnosing or repairing a problem or failing to maintain the System as stated in the Solar Operation and Maintenance Guide;
- E. Any Force Majeure Event (as defined below);
 - i. A power or voltage surge caused by Purchaser or any party or event not within Seller's control, including a grid supply voltage outside of the standard range specified by the Utility;
 - ii. Any System failure not caused by a Seller a breach under the PPA (e.g., such as making roof repairs); or
 - iii. Theft of the System.
- F. Nothing in this Agreement shall be construed as a warranty or guarantee by Seller that the Purchaser (or any beneficiary of this Agreement) will realize saving as a result of this Agreement or the PPA. Seller's guarantee hereunder is a guarantee of electrical production from the System and not of any savings resulting from such electrical production.

3. **Force Majeure.** If Seller is unable to perform all or some of its obligations under this Agreement because of a Force Majeure Event, Seller will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- A. Seller, as soon as is reasonably practical, gives Purchaser notice describing the Force Majeure Event;
- B. Seller's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event; and
- C. No Seller obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Seller's or Purchaser's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means) the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products; and failure of equipment not utilized by Seller or under its control.

POWER PURCHASE AGREEMENT ("PPA")

4. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, overnight courier, or regular, certified, or registered mail, return receipt requested, and shall be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the party identified in this Agreement at the address set forth above or such other address as either party may specify in writing. Each party shall deem a document faxed or sent by electronic mail to it as an original document.

Seller: Hawk-Attollo, LLC 801 W. Main Street, Suite A221 Peoria, IL 61606 Attn: Jason Hawksworth PHONE: (309) 231-3900 FAX: (309) 495-7996 EMAIL: jason@hawkenergysolutions.com	Purchaser: City of Decatur (Public Library) 1 Gary K Anderson Plaza Decatur, IL 62523 Attn: City Manager PHONE: (217) 424-2700 FAX: (217) 424-2871 EMAIL: tgleason@decaturil.gov
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5. **Applicable Law.** All disputes arising out of the performance or non-performance under this Agreement shall be construed in accordance with the laws of the State of Illinois.
6. **Entire Agreement, Changes.** This Agreement contains the parties' entire agreement regarding the matters set forth herein. Seller's obligations under this Agreement are separate and distinct from the obligations of the Seller or its assigns under the PPA. No breach of this Agreement shall affect either Party's obligations under the PPA. Any change to this Agreement must be in writing and signed by both Parties. If any provision of this Agreement, or portion thereof, is held by a court of competent jurisdiction to be contrary to law or otherwise unenforceable, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

POWER PURCHASE AGREEMENT ("PPA")

Purchaser:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Seller:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

POWER PURCHASE AGREEMENT (“PPA”)

Exhibit 8

Project Requirements

General Requirements

7.1. Electrical Service and Interconnection Requirements

7.1.1. The CONTRACTOR shall provide a layout of the solar system and identify the location of the interconnection to the utility and the host CDPL metered account.

7.1.2. The CONTRACTOR shall interconnect the solar system with the existing building service and this service shall be independent of the other services required by the facility.

7.1.3. The contractor is to determine the main service amperage for each account to be associated with the solar system.

7.1.4 The solar system shall be a Net Meter interconnection with Ameren, Illinois in accordance with the current Distributed Generation Interconnection Administration Code.

7.1.5. The existing meter shall be replaced by Ameren, Illinois to provide a two-way meter capable of measuring the flow of electricity in two directions.

7.1.6. Due to the location of the service interconnections, a separate solar system disconnect panel shall be located near the main entrance for use by fire and emergency services with access to be approved by Authority Having Jurisdiction (AHJ).

7.2. Design Requirements

7.2.1. The CONTRACTOR shall commence the design of the solar system with the preparation of “design development” contract documents to include but not be limited to outline specifications, detailed implementation/construction plans, and detailed permit/regulatory submission plans to be submitted for CDPL review and comment.

7.2.2. The CONTRACTOR shall include 35% design drawings on the solar grid support structure, solar array layout, electrical equipment, and electrical interconnection/metering.

7.2.3. The CONTRACTOR shall include specifications for the solar panels, inverters, electrical equipment, electrical interconnection/metering, system controls and monitoring equipment.

7.2.4. The CONTRACTOR shall include specifications for the solar grid support with design drawings, design calculations, and design load calculation based on the existing building structure capacity to support the new load for the solar system.

7.2.5. The CONTRACTOR shall provide relevant technical documentation of the technologies proposed to be installed for the solar system.

7.2.6. The CONTRACTOR shall provide a PVSYST model run for the system size being proposed which supports the data included in the Proposal to include but not limited to:

- Maximum Guaranteed power capacity (DC kW), measured at the inverter(s) input.

POWER PURCHASE AGREEMENT (“PPA”)

- Guaranteed power capacity (AC kW), measured at the inverter(s) output.
- Nominal and de-rated AC kW production, including data assumptions for winter and summer hours of solar generation.
- Summer on-peak, mid-peak, and winter peak hours must be explained with some detail of assumptions and performance criteria based on seasonal sunlight availability and variable weather conditions.
- Estimated capacity factor (percent) and annual output (kWh), and provide the methodology used to develop the estimates.
- Guaranteed maximum PV panel degradation rate over a fifteen-year period.

7.2.7. The CONTRACTOR shall develop and submit with the Design Development Documents a detailed permit/regulatory submission plan for CDPL for review and comment.

7.2.8. The CONTRACTOR shall develop and submit with the Design Development Documents the Ameren Illinois utility interconnection and related permit applications submission plan to CDPL for review and comment.

7.2.9. Further design and submission of applications for permits and regulatory approvals shall not commence until the “design development” contract documents are approved by the CDPL.

7.2.10. The CONTRACTOR shall provide services to install Fire Department Emergency Disconnection System at the main service disconnection for the City of Decatur Fire Rescue response personnel. The disconnection shall allow emergency personnel secure access to the disconnection panel. The National Electric Code (NEC) requires a “rapid shut down system” to insure full shut down of electricity production from the solar panels, inverters, and associated equipment. The CONTRACTOR shall include in the design development and final design documents details on the service disconnect location, panel, controls, and sequence of operation.

7.2.11. Upon the CDPL approval of the design development documents the CONTRACTOR shall develop and submit 95% design documents to include but not limited to solar grid support structure, solar array, electric equipment, electrical interconnection/metering equipment, and all related building components.

7.2.12. The CONTRACTOR shall include final specifications for the solar panels, inverters, electric equipment, electrical interconnection/metering, system controls and monitoring equipment. Submit with the 95% design documents the detailed permit/regulatory submission plan and Ameren Illinois interconnection and related permit applications submission plan for CDPL review and comment.

7.2.13. Upon approval from the CDPL the CONTRACTOR shall complete the 100% design documents for the complete system. The design documents shall be signed and sealed by the applicable design professionals to include, but is not limited to, structural engineer, electrical engineer, solar engineer, and if applicable, a registered architect and mechanical engineer. The completed documents are to be provided to the CDPL for their records.

7.3. Permit Requirements

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7.3.1. The installation shall include, but is not limited to, securing all permits and approvals from governing agencies, Ameren, Illinois, and applicable regulatory authorities for all equipment necessary to construct a fully operational solar photovoltaic electric generating system.

7.3.2. The CONTRACTOR shall develop a detailed permit/regulatory submission plan for CDPL review and comment.

7.3.3. The submission of the permit applications shall be coordinated and submitted with the prior approval of the CDPL.

7.3.4. If approval for utility interconnection is not obtained, the PPA can be terminated by the CDPL with no cost or payment due to the CONTRACTOR.

7.3.5. If approval is not obtained from any applicable regulatory or approval agency to include but not be limited to building permits, environmental permits, storm water management permits, fire department approval, electrical inspections, etc. the PPA can be terminated by the CDPL with no cost or payment due to the CONTRACTOR.

7.4. Construction Requirements

7.4.1. CONTRACTOR shall provide a detailed construction schedule and submit to the CDPL for review, comments, and revisions prior to commencement of construction. The schedule must accommodate the ongoing event activities at the City of Decatur Public Library so as not to restrict parking and access to the facilities. The plan should have not more than 25% of the current parking lot set aside for construction at the same time as the facility is under construction. A phased plan must be proposed to ensure continuity of services and access to events by the general public and CDPL staff.

7.4.2. CONTRACTOR must have the designated Project Manager/Supervisor/Foreman on site at all times when construction is underway.

7.4.3. CONTRACTOR shall propose an area for material delivery and storage & submit to the CDPL for review, comments, and revisions prior to commencement of construction. The area must be enclosed with a temporary fence or approved enclosure. CDPL is not responsible or liable for materials stored onsite by the CONTRACTOR.

7.4.4. CONTRACTOR shall avoid activities creating a significant noise during regular operating/working hours. No temporary interruption of electric power in the buildings, either partially or for the entire service, is to be performed during regular operating/working hours. All service interruptions shall be performed with prior approval by the CDPL after regular operating/ working hours.

7.4.5. The CONTRACTOR shall provide all labor, materials, equipment, supplies, construction equipment to include cranes, scaffolding, etc. and related services to construct the solar photovoltaic generating systems as requested in this RFP to include but not limited to the following:

1. Solar panels & array
2. Inverters and Components
3. Structural grid support system
4. Electric equipment and all related equipment

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5. Electrical interconnection/metering equipment
6. Related system and building components.
7. Fire Department Disconnect Panel and Control System
8. Light Pole Removal or relocation
9. New LED Lighting
10. Remote monitoring equipment
11. Provide all electrical connections to the designated power panels to supply electricity generated by the system to include service panels and inverters.
12. Related control equipment
13. Permits
14. Product and equipment warranties from manufactures
15. Operation manuals
16. Installation shall be performed under the supervision of personnel holding a current NABCEP PV Installer certificate.
17. Damage to existing buildings and utilities shall be repaired to original condition.
18. No work done on this project shall void an existing warrantee.
19. For the finished installation, special attention shall be paid to minimizing the risk of exposed fasteners, sharp edges, and potential future damage to the modules or support structure.
20. Corrosion resistance and durability of the hardware shall be provided.
21. Power shall be connected to the existing power panels.
22. All replacement parts shall be UL listings and meet or exceed the governing FCC, CTL, and ANSI certification requirements
23. All fixtures and materials provided shall comply with all Federal, State, and Macon County Codes and Standards.
24. Storm water management facilities and structures as required by the permitting agency.
25. Sediment and erosion control as required by the permitting agency.
26. Repair and replacement of existing parking lot paving, gutters and sidewalk
27. New parking lot paving, gutters and sidewalk as required by the permitting agency.
28. Array Fencing, Weather Station Fencing, Temporary Laydown area fencing. Fence Slating.
29. Aggregate, Backfill, Grading Materials

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7.4.6. The CONTRACTOR shall provide all related services to commence the operation of the systems with a formal commissioning process to be approved in advance by the CDPL.

7.4.7. Upon completion of construction, CONTRACTOR shall submit to the CDPL a full set of “as-built” drawings, final approved cut-sheets and or specifications of the final materials and equipment installed, operating manuals and copies of all applicable warranties.

7.5. System Commissioning, Certification of Commercial Operation Requirements

7.5.1. The CONTRACTOR shall provide all related services to commence the operation of the system with a formal commissioning process to be approved in advance by the CDPL.

7.5.2. The CDPL will independently contract a third-party commissioning agent. The CONTRACTOR shall work with the commissioning agent to coordinate the commissioning process which shall begin within thirty days (30) from the date of the final certification of commercial operation of the power generated by the solar photovoltaic electric generating system.

7.5.3. The CONTRACTOR shall provide the CDPL staff with training on the operation and routine maintenance of the system thirty days (30) prior to commencement of the operation of the systems.

7.6. Warranty Initial Twenty-Four Months of Operation Requirements

7.6.1. The CONTRACTOR shall provide to the CDPL warranty on all equipment installed and services provided, to insure but not be limited to peak operation, peak solar production, any service interruption, etc. at no additional cost to CDPL for 24 months from the date of commencement of commercial operation of the solar systems.

7.7. Manufacturers Warranties

7.7.1. The CONTRACTOR shall provide manufacturers warranties to be issued to the CDPL for all key components of the solar systems to be included but not be limited to, Solar Panels, Inverters, Structural Grid Support System, and Electrical Equipment.

7.8. Remote Monitoring System Requirements

7.8.1. The CONTRACTOR shall also provide a remote monitoring system to be installed at a location to be designated by the CDPL and provide data to be accessible to the CDPL, to include but not be limited to:

- Current Solar Generation in KW
- Kilowatt Hours generated daily, weekly, monthly, annually, and total to date.
- Weather Data: Sky conditions. Temperature
- Energy Offsets of the system

7.8.2. The system shall be designed for turnkey, remote operation by authorized CDPL users. Data shall be transmitted via the Internet from the site to a server managed by the awarded CONTRACTOR. Data storage, management, and display will be the responsibility of the awarded CONTRACTOR.

7.8.3. The system shall provide for public display of the solar system performance data.

POWER PURCHASE AGREEMENT ("PPA")

7.9. Performance Requirements

7.9.1. The CDPL requires an annual production "performance guarantee" for the term of the PPA. Failure to meet this requirement is grounds for termination of this agreement.

7.9.2. The CONTRACTOR shall provide a projection of the system annual performance based on the final design documents and specifications. The projection shall not be based on the aggregation of the Two systems.

7.9.3. The projection calculations shall be provided for review and approval by the CDPL. Upon approval by the CDPL the data will establish the performance baseline for the "performance guarantee."

7.9.4. Performance Requirements: Delivered kWh quantity from the project shall be 90% of CONTRACTOR'S approved production during any contiguous two-year period beginning on the date of the approved commercial operation of the solar systems. If the solar production is less than the 90% performance baseline the CONTRACTOR must reimburse the CDPL for the cost of the non-solar electricity supply services at the amount billed on the designated accounts within 45 days.

7.10. System Operations Monitoring, Maintenance, Repair Service Requirements

7.10.1. The CONTRACTOR shall provide operation, maintenance, emergency service response and repair/replacement services on site within four hours of notification from CDPL of any disruption in the operation of the solar systems for the full term of the PPA.

7.10.2. The CONTRACTOR shall provide services to the CDPL for the ongoing system operations and monitoring services at no additional cost to the CDPL for the full term of the PPA.

7.10.3. The purpose of this service is to ensure the solar system is operating as designed and specified as per the performance guarantee. The data shall be collected through the Solar System Performance Monitoring Systems.

7.10.4. The CONTRACTOR shall provide a report on each month's performance within fifteen days on the end of the report month to include:

i) Current Solar Generation in KW

ii) Kilowatt Hours generated daily, weekly, monthly, annually, and total to date

7.10.5. Variance in performance shall be identified and recommendations for improvement provided to CDPL. Improvements shall be implemented by the CONTRACTOR at no additional cost to CDPL.

7.11. System Annual Maintenance Service Contract Requirements

7.11.1. The CONTRACTOR shall provide a contract for ongoing annual system maintenance services to the CDPL to include quarterly preventive maintenance service and on call services if required. The cost will be considered as an additional service to the base construction contract and cost. The CDPL can elect not to accept the offer and select another CONTRACTOR to provide the services.

POWER PURCHASE AGREEMENT ("PPA")

Exhibit 8

Power Purchase Agreement Addendum Illinois Solar For All Program

System Owner: Hawk-Attollo, LLC (Seller)

Project Host/Name: City of Decatur - Public Library (Purchaser)

In accordance with the Illinois Power Agency Illinois Solar for All (ILSFA) consumer protection requirements, this contract addendum serves to bring the Power Purchase Agreement into full compliance with the minimum contract requirements. Those minimum contract requirements that may not be fully addressed within the already executed Power Purchase Agreement include the following:

1. Right of rescission within seven business days after contract execution (only for Low-Income Distributed Generation; not for Non-profits/Public Facilities)
2. Annual degradation is estimated at .05% per year.
3. Terms provided within the Power Purchase Agreement are contingent upon selection in the Illinois Solar for All program and a resulting REC contract.
4. The Purchaser will not be required to complete the Interconnection Application with the Utility. A member of the development team will complete the application and provide the original application fee.
5. Seller commits to not pass on any costs related to curing problems found in project inspections conducted by the Illinois Power Agency or its designees.
6. Seller commits to provide the name of any subcontractor to Purchaser before work begins.
7. As noted in the consumer disclosure and Power purchase Agreement, the Purchaser has the option for an early termination of the agreement with the termination fee calculated according to a Net Present Value calculation.
8. System removal cannot be mandatory upon contract expiration under ILSFA. As such, Purchaser shall have the option to elect removal, purchase, or one five-year extension. No system removal fee is allowed. Renewal and purchase terms are specified within the PPA. Seller should be notified not more than one hundred and twenty (120) days or less than sixty (60) days of the original contract term.
9. The system performance warranty will be fifteen (15) years with a guarantee of no degradation of electrical generation output greater than fifteen (15) percent. In the event of underperformance at no fault of the Purchaser, the Purchaser may submit a complaint to the Seller in writing requesting compensation for such losses. No other performance guarantees are provided unless otherwise noted within the PPA.
10. The Seller/System Owner has the right to file a UCC-1 statement.
11. Seller is responsible for operations and maintenance, including system and component repairs preventing functioning according to industry standards as per the PPA contract term.
Upon selling or moving out of the property, the Purchaser shall have the choice to buy out (at Fair Market Value) the PPA arrangement or transfer it to a new resident/occupant. In order to transfer

POWER PURCHASE AGREEMENT (“PPA”)

the PPA agreement, the Purchaser shall ensure that the condition of sale includes the transfer of the PPA agreement and any addenda or otherwise provide for the continuation of the contractual obligations of the PPA under a lease agreement with the new resident/occupant (i.e. renter). Pending the sale or transfer of the utility meter service, Purchaser must maintain a utility account and meter service and cooperate fully with Seller to establish ongoing power sales to the utility (i.e. qualifying facility).

City of Decatur

Hawk-Attollo LLC

Signature

Signature

Date

Date

Distributed Generation with Illinois Shines

on-site solar serving the energy needs of your home or business



What Is Illinois Shines?

Illinois Shines is a state-administered incentive program to support the development of new solar projects. Through the program, Illinois electric utilities provide payments to Approved Vendors in exchange for 15 or 20 years of Renewable Energy Credits (RECs) generated by new solar projects. Approved Vendors are solar companies that are vetted and approved to participate in Illinois Shines. Approved Vendors may use Designees, who are also registered with the program, to help with sales, marketing, and installation work.

What Is Distributed Generation?

A distributed generation solar project generates electricity that is used on-site. It can be installed on a roof or built on the ground at a home or business.

What Are RECs?

RECs represent the environmental attributes of the electricity generated from solar panels, but not the electricity itself. Whoever owns the RECs has the right to say they used that solar power. By participating in Illinois Shines, the RECs from your solar project will be transferred to an Illinois electric utility. The sale of your RECs will not affect your solar project's production or your ability to use the electricity generated by your solar project. Utilities purchase RECs to meet their obligation to supply a certain amount of power from renewable energy.

For more information on RECs, see a video at vimeo.com/113250210

Will I Be Paid Directly For the RECs My Solar Project Generates?

Your Approved Vendor will receive an incentive payment from the electric utility for the RECs your project will generate over time. Your Approved Vendor may pass along a portion of the incentive payment to you, or they may use the payment to reduce the amount you pay for your solar project (such as a lower purchase price or lower lease rate). **If your Approved Vendor passes along part of the incentive payment to you, this may happen several months after your project is installed.** Illinois Shines is not a rebate program, and the State of Illinois **does not** make direct payments to customers.



You can view an ADA accessible version of this document at www.illinoisshines.com/accessible.



What Are the Ownership and Financing Options When Installing Solar?

The most common options are 1) **PURCHASE**: buy the project outright or finance with a loan 2) **LEASE**: make regular payments to the project owner, or 3) **POWER PURCHASE AGREEMENT (PPA)**: pay the project owner for the electricity generated by the project at an agreed upon per kilowatt-hour rate. If you lease or sign a PPA, you don't own the solar project, but you get to use the electricity generated by the solar project.

When deciding on the best option for you, consider:

- If you're buying the project, how much will it cost? Will you take out a loan to pay for it? How do the loan payments compare to projected reductions in your monthly electric bill?
- If you're leasing the project, how much is your monthly lease payment? How does that compare to projected reductions in your monthly electric bill? Do you have to put money down at the start?
- If you're signing a PPA for the project, how much is the per kilowatt-hour price for the energy produced? How does that compare to your current electricity rate? Do you have to put money down at the start?
- Does your lease or PPA include an escalation clause that increases the amount of payments over time? If so, by how much do payments increase?

Going solar is a significant financial commitment, so exercise the same caution you would when making other major consumer decisions. It is good practice to get quotes from at least three companies and to check references.

You should take the time you need to compare offers and to fully understand the contract before signing.

How Do I Know If I Will Save Money By Going Solar?

You are not guaranteed to save money unless your contract includes an explicit guarantee. The questions below will affect whether you save money. You can answer some questions yourself, while others can be answered by your installer or sales agent.

What per kilowatt-hour rate am I currently paying for electricity?

The higher the electricity rate before you go solar, the more money you can potentially save.

Is my roof good for solar?

The direction your roof faces and how much shade it gets will affect how much electricity a roof-mounted solar project will generate. The roof's condition should also be considered.

How much electricity will the solar project generate?

If your solar project produces more electricity than you use over an annual period, you may not receive value for all the electricity generated.

Will I receive any money for the RECs?

The Approved Vendor will be paid by a utility for your solar project's RECs. The Approved Vendor may pass along a portion of this payment or may use the payment to reduce your cost of going solar.

Can I use the federal Investment Tax Credit?

If you buy your project, you may qualify for a substantial federal income tax credit. Consult your tax adviser.

How long do I expect to stay in my home or business location?

If you lease or sign a PPA, you may be required to buy out the contract if you move. Read your contract closely to understand what happens if you move.

What Is Net Metering and How Do I Enroll?

Net metering measures extra electricity your solar project produces and sends to the electric grid, and credits you for it on your electric bill. To participate in net metering, an application must be submitted to your electric utility.

Make sure you understand if your solar provider will submit a net metering application on your behalf for the solar project. Failure to enroll may significantly decrease the financial value you receive from your solar project.

Consumer Protection

Your solar provider is required to provide you with this informational brochure and a standard Disclosure Form. Review your Disclosure Form carefully and use it to compare offers from other Illinois Shines Approved Vendors. You must receive and sign the Disclosure Form before you sign an installation contract. Other Illinois Shines consumer protections include:

- If you sign a contract for a solar project 25 kW or smaller, you can cancel without penalty within the period allowed by your contract or law, which cannot be less than three calendar days.
- Illinois Shines sets out requirements for what information and terms must be included in your installation contract.
- Only Approved Vendors may submit solar project applications to Illinois Shines; these companies are vetted by the Program Administrator.
- Dedicated Program Administrator staff answer questions and assist in resolving customer complaints.

Complaint Procedures

If you have a problem related to your solar project or the sales process, first try to resolve it with your installer or the Approved Vendor. If you can't agree about how to solve the problem, you may contact the **Illinois Shines Program Administrator** by emailing complaints@illinoisshines.com or by calling 877-783-1820.

If you have been subject to fraudulent or deceptive sales practices, the Illinois Attorney General's Consumer Protection Division may be able to help.

CHICAGO: 800-386-5438 | TTY: 800-964-3013

SPRINGFIELD: 800-243-0618 | TTY: 877-844-5461

CARBONDALE: 800-243-0607 | TTY: 877-675-9339

SPANISH LANGUAGE: 866-310-8398

For more information, go to www.illinoisshines.com

Illinois Solar for All, another incentive program, is available for income-eligible customers and includes savings guarantees. Learn more at www.IllinoisSFA.com.