

**SOLAR ENERGY POWER PURCHASE AGREEMENT**

THIS POWER PURCHASE AGREEMENT (this “PPA” or “Agreement”) is made and entered into as of this 16<sup>th</sup> day of June 2017 (the “Effective Date”), by and between GreanLife Solar, LLC d/b/a SHINE DEVELOPMENT PARTNERS, a Texas limited liability company (“Seller”) and YWCA McLean County, an Illinois Not For Profit Company (“Buyer”). Seller and Buyer are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, concurrently herewith, Seller and Buyer are entering into a Solar Facilities Lease Agreement (the “Lease”) pursuant to which Seller agrees to lease a project site[s] on premises (the “Leased Premises”) owned by [the Buyer] and located at 1201 North Hershey Road, Bloomington, IL 61704 (the “Premises”) and more particularly described in Exhibit A hereto.

WHEREAS, Seller intends to install, finance, own and operate a solar energy facility (the “System”) as more particularly described in Exhibit B hereto.

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the Energy Output generated by the System during the Term in accordance with the terms and conditions of this PPA.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I  
DEFINED TERMS**

1.1 Defined Terms. Capitalized terms used in this PPA shall have the meanings ascribed to them in the Schedule of Definitions attached hereto as Exhibit C and made an integral part of this PPA by this reference.

**ARTICLE II  
TERM**

a) Term. The term of this PPA (the “Term”) shall commence on the Effective Date and shall be in effect until 00:00 hours Eastern Daylight Time on the 25th anniversary of the Commercial Operation Date. The Term shall be extended by up to two additional five (5) year periods at the request of Seller and the mutual agreement of the Parties. Should Seller desire Buyer’s agreement to extend the Term, it shall indicate this willingness to Seller no less than 60 days prior to the expiration of the Term then in force. The general terms of this Agreement shall remain in force during any extension period.

2.2 Conditions Precedent. The respective rights and obligations of the Parties under this PPA are expressly conditioned upon the satisfaction in full (or written waiver) of all of the following conditions, which the Parties shall pursue diligently and in good faith:

a) Buyer and Seller shall have executed and delivered the Lease;

- b) Seller, with the assistance of Buyer as required by the local utility, shall have obtained an interconnection application approved by the local electric utility;
- c) Seller shall be satisfied, in its sole discretion, that the buildings and other improvements at the Premises are under lease or otherwise consuming energy adequate to support the Energy Output of the System;
- d) Seller shall have entered into an engineering, procurement and construction agreement for the System;
- e) Seller shall have obtained adequate financing for the project; and,
- f) Seller shall have obtained all Building and Electrical Permits.

If the conditions precedent above are not satisfied by August 8, 2017, and only until all the conditions precedent above are satisfied, Seller may terminate this PPA without penalty subject to Section 2.5 by providing the other Party with notice pursuant to Section 16.1. Alternatively, in the event that such conditions precedent are not satisfied by August 8, 2017, the Parties may mutually agree to amend this Agreement.

2.3 Buyer's Lender Consent. Buyer shall diligently and in good faith attempt to obtain from [mortgage lender], as Buyer's mortgagee, [mortgage lender]s consent for Buyer to enter into this PPA, and provide evidence of such consent to Seller.

a) If [mortgage lender] fails to provide such consent, Seller may terminate this PPA without penalty any time prior to 5:00 pm Eastern Standard Time on August 8, 2017, subject to Section 2.5, by providing Buyer with notice pursuant to Section 16.1.

2.4 Removal of System at End of Term. Subject to Buyer's Purchase Option pursuant to Article XIII, Seller shall remove the System from the Premises within 180 days following the conclusion of the Term at Seller's sole cost and expense. Buyer shall provide Seller and its agents, employees, and consultants access at all reasonable times to the Premises and the System for purposes of such removal and Seller shall repair any damage caused to Premises by the removal of the System.

2.5 Termination and Survival. Effective as of any termination of this PPA the Parties will no longer be bound by the terms and conditions of this PPA and shall be released and discharged from any obligations or liabilities arising or accruing thereunder from and after the date of such termination, except (i) to the extent necessary to enforce any rights and obligations of the Parties, including payment obligations, arising under this PPA prior to termination of this PPA, (ii) as provided in Section 14.1(a), and (iii) that the obligations of the Parties under this PPA with respect to indemnification will survive the termination of this PPA and will continue (but only with respect to claims for indemnification based upon events or circumstances occurring or arising on or before the termination of this PPA) for a period of three (3) years following any termination of this PPA.

2.6 Project Documents. This PPA shall be considered in conjunction with the Lease and the EPC Agreement (together with their attachments and exhibits, the “Project Documents”) when interpreting its provisions.

ARTICLE III  
PURCHASE AND SALE; DELIVERY; GOVERNMENTAL CHARGES

3.1 Purchase and Sale of Energy. Seller shall make available to Buyer, and Buyer shall take delivery of and purchase all Energy Output for the duration of the Term.

3.2 Price for Total Delivered Energy. Buyer shall pay Seller for Total Delivered Energy at the applicable Energy Payment Rate as set forth on Exhibit D for the duration of the Term. The payment to be made by Buyer to Seller shall equal the Total Delivered Energy for the relevant period multiplied by the Energy Payment Rate for such period.

3.3 Test Energy. Seller shall make available to Buyer and Buyer shall take delivery of all Test Energy produced by the System. Buyer shall pay Seller for the Test Energy at a rate equal to 80 percent of the Energy Payment Rate applicable on the Commercial Operation Date.

3.4 Delivery; Title and Risk of Loss. Title to and risk of loss of all Energy Output will pass from Seller to Buyer at the Metering Device. Seller warrants that it will deliver all Energy Output to Buyer at the Metering Device free and clear of all liens, security interests, claims, and other encumbrances.

3.5 Taxes and Other Governmental Charges. Buyer shall be responsible for and pay all Governmental Charges imposed directly on Buyer and shall reimburse Seller for Governmental Charges imposed on and paid for by Seller relating to the generation, delivery, consumption and sale of Energy Output, whether imposed before, upon or after the delivery of Energy Output to Buyer at the Metering Device. In the event such Governmental Charges are assessed against Seller, then Seller shall be responsible for paying such amounts and shall be reimbursed such amounts by notifying Buyer in writing and providing a detailed statement of such amounts, which shall be invoiced by Seller and payable by Buyer. If required by any governmental authority, Buyer shall timely report, make filings for, and pay any and all sales, use, income, gross receipts, or other taxes, and any and all franchise fees or similar fees assessed against it due to its purchase of Energy Output.

a) Both Parties shall use reasonable efforts to administer this PPA and implement its provisions so as to minimize Governmental Charges. In the event any sales of Energy Output or Environmental Attributes, if any, hereunder are eligible to be exempted from or not subject to one or more Governmental Charges, promptly upon Seller’s request therefore Buyer shall provide Seller with all necessary documentation to obtain such exemption or exclusion at no out of pocket cost, to be defined throughout as anything other than the commercially reasonable utilization of employee time, to Buyer.

b) Each Party shall be responsible for all taxes and fees assessed against it due to its ownership of its respective property.

3.6 IPA REC Auction Bond Fee. The Parties acknowledge that the Illinois Power Agency (IPA) requires a pre-bid bond fee of \$3,175 in order to participate in its REC Auction. Seller shall pay this fee at its own cost and expense; provided however that Buyer shall promptly pay to Seller the amount of the fee as reimbursement if the Seller i) elects to terminate this Agreement, or ii) through its acts or omissions makes it impossible for Seller to construct or interconnect the System, after the System is successfully awarded an REC Purchase and Sale agreement through the IPA REC Auction with a price of \$100 or more per REC.

#### ARTICLE IV ENVIRONMENTAL ATTRIBUTES

4.1 Title to Environmental Attributes. Notwithstanding the purchase and sale of Energy pursuant to Section 3.1, all Environmental Attributes relating to the System or the Energy Output shall remain the property of Seller. Seller shall have all right, title, and interest in and to any and all Environmental Attributes that relate to the Energy Output during the Term; Buyer shall have no right, title or interest in or to any Environmental Attributes and in the event any payment for any Environmental Attribute is made to Buyer, Buyer shall promptly remit such payment directly to the Seller without deduction or offset.

4.2 Reporting of Ownership of Environmental Attributes. Buyer shall not report to any Person that any Environmental Attributes relating to the Energy Output belong to any Person other than Seller.

#### ARTICLE V CONSTRUCTION AND INSTALLATION OF THE SYSTEM

5.1 Installation. Subject to Section 5.4, Seller will cause the System to be designed, engineered, installed and constructed in accordance with the terms of this PPA and the Lease.

5.2 Buyer Cooperation and Responsibilities. For purposes of installation of the System, Buyer shall provide Seller and its employees, agents, consultants, contractors, sub-contractors and local utility personnel access during normal business hours and at other reasonable times as are acceptable to Buyer with reasonable prior notice to Buyer (or in emergency conditions at any time as soon as practicable) to (i) the Leased Premises and all System Assets, (ii) 120V electrical power and internet connectivity including firewall access at no additional cost to Seller, and (iii) any documents, materials and records and accounts relating to the System, System Assets and the Leased Premises. Buyer shall not withhold such access unreasonably.

5.3 Seller Responsibilities. Subject to the terms of the Lease and pursuant to Applicable Law and the Building and Electrical Permits, Seller shall perform the construction and installation of the System in a good and workmanlike manner.

5.4 Building and Electrical Permits; Interconnection Agreement.

a) Seller shall be responsible for and bear all costs associated with applying for and obtaining all Building and Electrical Permits, and Buyer shall assist Seller (at no cost to Buyer) in obtaining all Building and Electrical Permits.

b) Seller shall assist Buyer in obtaining the Interconnection Agreement and Seller shall bear all costs associated with applying for and obtaining such Interconnection Agreement. Buyer shall not make any material changes to its electrical equipment at the Premises after the date on which the applicable utility interconnection application is submitted unless any such changes, individually or in the aggregate, would not adversely affect the approval by such utility of such interconnection.

c) If the local electric utility or the local inspector fails to approve the interconnection of the System or the applicable authority fails to approve or issue any Building and Electrical Permits, provided that such failure is no fault of Seller, Seller may terminate this Agreement without penalty subject to Section 2.5 by providing Buyer with notice pursuant to Section 16.1. If the local electric utility or the local inspector or any applicable authority requires material upgrades to the equipment set forth in Exhibit B in connection with the Premises in order to approve any Building and Electrical Permits or the interconnection of the System, the Parties may reach an agreement regarding such equipment upgrades. If the Parties cannot reach such an agreement either Party may terminate this Agreement without penalty subject to Section 2.5 by providing the other Party with notice pursuant to Section 16.1.

5.5 Notice of Commercial Operation. Seller shall provide written notice to Buyer of the Commercial Operation Date no than less five (5) Business Days prior to such date.

5.6 Installation at Seller's Discretion. Notwithstanding the provisions of this Article, if Seller determines in its sole discretion before February 9, 2014 that it is unable to install the System at the Leased Premises due to material physical obstacles, including but not limited to structural weakness or materially impaired access to the proposed installation site, it shall be under no obligation to do so and may terminate this Agreement without penalty subject to Section 2.5 by providing Buyer with notice pursuant to Section 16.1.

5.7 Commercial Operation Date Deadline. If the System has not achieved Commercial Operation by September 8, 2017, subject to a day-for-day extension for any Material Event or cure as described below, and only until the System has achieved Commercial Operation, Buyer may terminate this PPA without penalty subject to Section 2.5 by providing Seller with notice pursuant to Section 16.1. Alternatively, in the event that the System has not achieved Commercial Operation by September 8, 2017, the Parties may mutually agree to amend this Agreement.

5.8 System Size. The System shall have a capacity of no less than 126.00 kilowatts DC peak capacity.

## ARTICLE VI OWNERSHIP; MAINTENANCE OF SYSTEM

6.1 Ownership of System by Seller. Seller shall own the System and all System Assets, and shall be entitled to own, claim and retain any and all federal, state, or local tax benefits associated with the ownership of the System, including any federal income tax credits or grants, as well as any and all federal, state or local incentives for the installation of solar energy facilities or the production of electricity from renewable energy sources. In the event Buyer

receives any payment or remittance for any federal or state income tax credits or grants, or any and all federal, state or local incentives for the installation of solar energy facilities or the production of electricity from renewable energy sources related to the System and properly owned by Seller pursuant to this Section 6.1, Buyer shall immediately deliver such payment or remittance to Seller, in the exact form received without deduction or offset, and all accompanying documentation.

a) Buyer shall at all times accurately represent to third parties, including but not limited to media outlets and Buyer's business partners, that Seller owns the System and all of the Environmental Attributes therefrom, and shall represent that Seller is the project developer in any of Buyer's promotional efforts related to the System. Buyer shall not represent that Buyer owns the System or the Environmental Attributes therefrom. All public releases related to this Agreement must be approved by both Buyer and Seller in writing, such approval to be confirmed within five business days and in no case unreasonably withheld.

b) Seller shall, upon Buyer's request, provide monthly summaries of the energy provided by the System. Notwithstanding the above, Seller shall own any data produced by the System and any System Assets.

c) The System is property of Seller and is not to be regarded as a fixture or otherwise part of the Premises or Leased Premises on which it may be located.

d) Buyer shall endeavor to keep the System free from all claims, liens, encumbrances and legal processes, and shall release, discharge or bond over any such claims, liens or encumbrances placed on the System by Buyer's actions, representations or omissions (or placed by Buyer's lenders or mortgage parties in any case) within thirty (30) days of their attachment.

6.2 Lease of Premises. The Parties acknowledge and agree that Seller is leasing the portion of Lessor's Premises upon which the System is located pursuant to the terms and conditions of the Lease being entered into concurrently herewith.

6.3 Maintenance of System by Seller. Seller at Seller's sole expense shall maintain the System in good condition and repair in accordance with applicable contractor, subcontractor and vendor warranties and guarantees and manufacturers' instructions and specifications, all Applicable Laws and applicable standards, and the applicable requirements of the insurance policies maintained by the Parties with respect to the System, and the terms of this PPA. All such maintenance performed by Seller shall be done in a good and workmanlike manner pursuant to all Building and Electrical Permits.

6.4 Access for Maintenance. For purposes of inspection and maintenance of the System, Buyer shall provide Seller and its employees, agents, consultants, contractors, subcontractors and local utility personnel access during normal business hours and at other reasonable times as are acceptable to Buyer with reasonable prior notice to Buyer (or in emergency conditions at any time as soon as practicable) to (i) the Leased Premises and all System Assets, (ii) 120V electrical power and internet connectivity including firewall access at no additional cost to Seller and (iii) any documents, materials and records and accounts relating

to the System, System Assets and the Leased Premises. Buyer shall not withhold such access unreasonably. During any inspection or maintenance of the System, Seller and its agents, consultants and representatives shall comply with Buyer's reasonable safety and security procedures, and Seller and its agents, consultants and representatives shall make reasonable efforts to conduct such inspection and maintenance in such a manner as to cause minimum interference with Buyer's activities and the activities of Buyer's tenants, in each case, at the Premises.

6.5 Buyer's Temporary Interference with Energy Output. Buyer will use reasonable good faith efforts to conduct its business in a way that does not interfere with the Energy Output, and shall provide Seller as much notice as possible prior to a) any shut down or other activities of Buyer or Buyer's tenants at the Premises or b) any events or activities known to Buyer, that would cause a significant reduction in the Energy Output of the System. During any period in which the System generates Energy Output materially less than the expected Energy Output as a result of (i) any Event of Default under this Agreement; or (ii) delay or failure by Buyer in performing a material obligation required under this Agreement (and provided that such Default, delay or failure is through no fault of the Seller), Buyer shall pay Seller a monthly payment (the "Make-Whole Payment") (pro-rated as needed) equal (i) to the average payment made by Buyer to Seller under this Agreement for the preceding twelve (12) months or however long the System has been in commercial operation if less than twelve (12) months, minus (ii) the amounts paid to Seller for the Energy Output provided during such period, plus (iii) the value of all Environmental Attributes for such period.

## ARTICLE VII

### METERING DEVICE AND METERING

7.1 Metering Equipment. Seller shall at Seller's sole cost and expense install a Metering Device at the Premises, which Metering Device shall be owned, operated and maintained by Seller at Seller's sole cost and expense, subject to the provisions of Section 7.2.

7.2 Testing and Correction. Either Party may request a test of the Metering Device to verify the accuracy of its measurements and recordings (the "Requesting Party") by providing the other Party with written notice describing with specificity their reasons for making such request. Within ten (10) Business Days after receiving such notice from Buyer or providing such notice to Buyer, Seller shall have Metering Device tested by a third-party mutually agreed upon by the Parties to verify the accuracy of its measurements and recordings. Each Party and its Representatives shall have the right to witness any Metering Device test. If such test finds the Metering Device to be inaccurate by not more than two percent (2%), any previous recordings of the Metering Device shall be deemed accurate, and the Requesting Party shall bear the cost of inspection and testing of the Metering Device. If such test finds the Metering Device to be inaccurate by more than two percent (2%) or finds the Metering Device is out of service or fails to register, then:

(i) Seller shall promptly repair Metering Device to correct any inaccuracies or replace Metering Device; and

(ii) Seller shall bear the cost of inspection and testing of the Metering Device;  
and

(iii) future Seller invoices and Buyer payments shall reflect the Adjusted Energy Output; and

(iv) if Buyer has paid Seller for any Energy Output during the period beginning with the delivery of Requesting Party's notice and ending with the repair or replacement of the Metering Device pursuant to Section 7.2(i) (the "Meter Malfunction Period") then the amount of such Energy Output (the "Meter Malfunction Output") shall be compared to the Adjusted Energy Output. To the extent the Meter Malfunction Output exceeds the Adjusted Energy Output Seller shall promptly issue Buyer a credit in the amount of such excess multiplied by the prevailing Energy Payment Rate. To the extent the Adjusted Energy Output exceeds the Meter Malfunction Output Buyer shall promptly pay Seller an amount of such excess multiplied by the prevailing Energy Payment Rate.

7.3 Measurements; Adjusted Energy Output. Readings of the Metering Device shall be conclusive as to the amount of Total Delivered Energy and Test Energy delivered, provided that if the Metering Device is found to be inaccurate, failed or out of service pursuant to Section 7.2 the amount of Total Delivered Energy or Test Energy delivered during the Meter Malfunction Period (the "Adjusted Energy Output") shall be determined by calculating the average Total Delivered Energy per day for the 30 days following the replacement of the Metering Device pursuant to Section 7.2(i) and multiplying such average by the number of days in the Meter Malfunction period.

## ARTICLE VIII

### LOSS, DAMAGE OR DESTRUCTION OF SYSTEM; FORCE MAJEURE

8.1 System Loss. Subject to Buyer's obligation to indemnify Seller set forth in Section 12.1, Seller shall bear the risk of any System Loss.

a) Either Party shall, upon becoming aware of any System Loss or any other malfunction of the System or interruption of Energy Output, provide written notice describing the extent and cause of such System Loss to the other Party immediately and in no case later than the next Business Day. Within ten (10) Business Days of Seller delivering such notice to Buyer or Seller receiving such notice from Buyer, Seller shall determine in Seller's sole reasonable discretion whether the System Loss constitutes Total System Loss and if Seller determines that Total System Loss has occurred Seller shall provide Buyer with written notice of such determination.

(i) Within twenty (20) Business Days following delivery of Seller's notice determining that Total System Loss has occurred pursuant to Section 8.1(b) Seller shall decide in Seller's absolute and sole discretion whether to terminate this PPA or to repair or replace the System and Seller shall provide Buyer with written notice of such decision. If Seller notifies Buyer that Seller decides to terminate this PPA pursuant to this Section the PPA will terminate immediately and without penalty subject to Section 2.5 effective upon the delivery of such notice.



(ii) In the event of any System Loss that Seller has reasonably determined results in less than Total System Loss, this PPA shall remain in full force and effect. Seller shall be required to use all insurance proceeds collected in connection with any System Loss towards the repair or replacement of the System within 120 days of receiving the proceeds; provided however, that Seller shall not be obligated to perform any repairs or replacements in excess of the insurance proceeds made available therefor. Notwithstanding the Seller's obligation to repair or replace the System within 120 days of receiving insurance proceeds, should the Seller believe that such a timeframe is not feasible due to supply constraints, difficulties in securing a contractor or any other cause for delay outside Seller's control, Seller will notify Buyer of such delay as soon as it is commercially reasonable.

b) Seller shall be entitled to all proceeds of any insurance policy with respect to the System, or any System Loss or Total System Loss.

8.2 Performance Excused by Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this PPA and such Party (the "Claiming Party") gives written notice containing details of the Force Majeure to the other Party as soon as practicable (and in any event within five (5) Business Days after the Force Majeure first prevents performance by the Claiming Party), then the Claiming Party will be excused from the performance of its obligations under this PPA (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure, and except as otherwise provided in Section 8.1). Notwithstanding the above, any Party affected by a Force Majeure will use commercially reasonable efforts to eliminate or avoid the Force Majeure and to resume performing its obligations as soon as reasonably possible; provided however, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion.

8.3 Insurance. Buyer and Seller shall maintain insurance coverages as required under the terms of the Lease.

## ARTICLE IX EVENTS OF DEFAULT; REMEDIES

9.1 Events of Default. An "Event of Default" means, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following:

a) such Party fails to make, when due, any payment required under this PPA if such failure is not cured within ten (10) Business Days after receipt of written notice from the Non-Defaulting Party to the Defaulting Party;

b) such Party fails to perform any material obligation or covenant set forth in this PPA (except to the extent constituting a separate Event of Default) if such failure is not cured within thirty (30) days after receipt of written notice from the Non-Defaulting Party to the Defaulting Party;

c) such Party becomes Bankrupt;

d) such Party fails to provide or maintain in full force and effect any insurance required pursuant to Section 8.2 if such failure is not cured within ten (10) Business Days after receipt of written notice from the Non-Defaulting Party to the Defaulting Party; or

e) default by Lessor under the Lease shall be an Event of Default with respect to Buyer; default by Lessee under the Lease shall be an event of Event of Default with respect to Seller.

9.2 Remedies for Event of Default. If at any time an Event of Default with respect to a Defaulting Party has occurred and is continuing, the other Party (the “Non-Defaulting Party”) may, by written notice to Defaulting Party, designate a date not earlier than ten (10) or later than thirty (30) Business Days after the date such notice is delivered as an early termination date in respect of this PPA (the “Default Termination Date”). This PPA shall terminate at 5:00 pm Eastern Standard Time on the Default Termination Date, subject to Section 2.5.

9.3 Buyer Rights Upon Termination for Default. If Buyer is the Non-Defaulting Party and elects to terminate this PPA as provided in Section 9.2 Buyer may, as its sole and exclusive remedy, by written notice to Seller and in Buyer’s sole and absolute discretion either:

- a) require that Seller remove the System pursuant to the provisions of Section 2.3; or
- b) exercise the Purchase Option provided in Section 13.1, provided however, that the Buyer may not exercise the Purchase Option at any time prior to the 7<sup>th</sup> Anniversary of the Commercial Operation Date; or
- c) pursue any other legal or equitable remedies Buyer may have available under this PPA or Applicable Law.

9.4 Seller Rights Upon Termination for Default. If Seller is the Non-Defaulting Party and elects to terminate this PPA as provided in Section 9.2 Seller may, as its sole and exclusive remedy, by written notice to Buyer and in Seller’s sole and absolute discretion either:

- a) remove the System within thirty (30) Business Days after the Default Termination Date at Buyer’s sole cost and expense. Buyer shall provide Seller and its agents, employees, and consultants access at all reasonable times to the Premises and the System for purposes of such removal. Seller shall repair any damage caused to Premises by the removal of the System; or
- b) require Buyer to pay to Seller within seventy five (75) days after the Default Termination Date an amount equal to the Final Determination of a Purchase Price Appraiser determined pursuant to Sections 13.3(a)-13.3(c) of this PPA (the “Termination Fee”); provided that, notwithstanding any other provisions of this PPA, (i) if during the determination of the Termination Fee either Party fails to fulfill its obligations under Section 13.3(a), and does not cure such failure within two (2) Business Days of receiving written notice of such failure from the other Party, the other Party may appoint, at its sole discretion, the Purchase Price Appraiser, and (ii) the Termination Fee shall include all costs and expenses incurred by the Purchase Price Appraiser, as well as any costs incurred during the selection process pursuant to Section 13.3(a). The Termination Fee reflects the Seller’s expected financial loss of revenue streams consequent

to Buyer's default. Upon Buyer's payment in full to Seller of the Termination Fee, Seller shall transfer to Buyer all of Seller's right, title and interest in and to the Facility, including the right and title to all future Environmental Attributes and the assignment of related agreements, including but not limited to REC purchase and sale agreements, component warranties and operations and maintenance agreements. Notwithstanding the foregoing, if the Default Termination Date is prior to the 7<sup>th</sup> anniversary of the Commercial Operation Date, the Term of the Lease shall be extended until 7<sup>th</sup> anniversary of the Commercial Operation Date (pursuant to Section 9(a) of the Lease) and Seller shall retain ownership of the Facility until that date, and Seller shall transfer title to the System and all System Assets to Buyer on the date immediately following the 7<sup>th</sup> anniversary of the Commercial Operation Date; or

c) pursue any other legal or equitable remedies Buyer may have available under this PPA or Applicable Law.

9.5 Unpaid Obligations. The Non-Defaulting Party shall be under no obligation to prioritize the order which it exercises any rights and remedies available under this PPA. Notwithstanding anything to the contrary herein, the Defaulting Party shall in all events remain liable to the Non-Defaulting Party for any amount payable by the Defaulting Party in respect of any of its obligations remaining outstanding after any such exercise of rights or remedies.

## ARTICLE X INVOICING AND PAYMENT

10.1 Invoicing and Payment. All invoices under this PPA including but not limited to those pursuant to Article III will be due and payable not later than thirty (30) days after receipt (or if such day is not a Business Day then on the next Business Day). Any amounts not paid by the applicable due date will accrue interest compounding at the highest rate allowed by state law. Each Party will make payments under this PPA to the account designated by the other Party. Notwithstanding the above, should a Party be late on payment obligations, it shall have a five (5) day cure period after being given notice of its overdue status before interest shall accrue.

10.2 Disputed Amounts. A Party may in good faith dispute the correctness of any invoice or any adjustment to any invoice under this PPA at any time within six (6) years following the delivery of the invoice or invoice adjustment. If either Party disputes any invoice or invoice adjustment, such Party will nonetheless be required to pay the full amount of the applicable invoice or invoice adjustment on the applicable payment due date, except as expressly provided otherwise elsewhere in this PPA, and to give written notice of the objection to the other Party.

10.3 Records and Audits. Each Party will keep, for a period not less than six (6) years after the expiration or termination of any Transaction, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such Transaction. During such period each Party may, at its sole cost and expense and upon reasonable written notice to the other Party, examine the other Party's records pertaining to Transactions during such other Party's normal business hours.

ARTICLE XI  
REPRESENTATIONS AND WARRANTIES; BUYER ACKNOWLEDGEMENT

11.1 Representations and Warranties. Each Party represents and warrants to the other Party that:

a) the execution, delivery and performance of this PPA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Law;

b) subject to all conditions precedent described herein, this PPA and each other document executed and delivered in accordance with this PPA constitutes its legally valid and binding obligation enforceable against it in accordance with such documents' terms subject to any bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies the discretion of the applicable court;

c) it is acting for its own account, and has made its own independent decision to enter into this PPA, and is not relying upon the advice or recommendations of the other Party in so doing;

d) it is capable of assessing the merits of and understands and accepts the terms, conditions and risks of this PPA;

e) it understands that the other Party is not acting as a fiduciary for or an adviser to it or its Affiliates; and

f) that the various terms, obligations, charges and fees contained in this PPA are the result of arm's length transactions, or, to the extent that such charges and fees are not the result of arm's length transactions, represent market rate charges and fees and that the cost to the Seller is equivalent to fair market value.

Buyer further represents and warrants to Seller that:

(g) it has all the rights, title and interest in the Premises necessary and sufficient to perform its obligations under this Agreement and the Lease during the Term;

(h) Buyer is the fee owner of the buildings and real estate upon which the Leased Premises is located, subject to all liens or encumbrances of record;

(i) the System is not subject to any existing lien, encumbrance, mortgage or deed of trust on the Premises or Leased Premises, and Buyer shall make no action, representation or omission to create any future lien, encumbrance, mortgage or deed of trust on the Premises or Leased Premises;

(j) Buyer has received all necessary consents to the installation of the System from (i) all equity owners in Buyer and (ii) all lenders and other providers of funding to Buyer;

(k) none of the Energy Output generated by the System will be used for the purposes of heating any swimming pool; and

(l) If requested by Seller, Buyer shall cause Buyer and/or Buyer's guarantor, to deliver (i) within one hundred twenty (120) days following the end of each fiscal year, a copy of Buyer's annual report containing audited consolidated financial statements with footnotes for such fiscal year and (ii) within sixty (60) days after the end of each of its first three fiscal quarters of each fiscal year, a copy of its quarterly report containing unaudited consolidated financial statements with footnotes for such fiscal quarter. In all cases such financial statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles consistently applied, and such provision of financial statements shall be subject to the existence of reasonable, in-force non-disclosure agreements between the Parties. Notwithstanding the above, should Buyer's financials be publicly available, such publicly available financials shall be sufficient to meet the requirements described in this Section 11.1.1.

(m) Seller further represents and warrants to Buyer that:

(n) it is not an electric public utility or electrical corporation as defined by the energy laws of the State of Illinois, under the Public Utility Act (220 ILCS 5 et seq., as amended).

11.2 Buyer Acknowledgement Regarding Inapplicability of Bankruptcy Code Section 366. Buyer acknowledges and agrees that, for purposes of this PPA, Seller is not a "Utility" as such term is used in Section 366 of the Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

## ARTICLE XII INDEMNITY; LIMITATIONS

12.1 Indemnity. To the fullest extent permitted by law, each Party (the "Indemnitor") hereby indemnifies and agrees to defend and hold harmless the other Party (the "Indemnitee") from and against any and all losses, liabilities, damages, costs, expenses and reasonable attorneys' fees, whether incurred by settlement or otherwise (the "Indemnity Claims"), whether or not involving a third-party claim, caused by, resulting from, relating to or arising out of (i) any material breach of this PPA or the Lease by the Indemnitor or any of its directors, officers, employees or agents or (ii) any negligence or willful misconduct on the part of the Indemnitor or any of its directors, officers, employees or agents; provided, however, that the Indemnitor will not have any obligation to indemnify the Indemnitee from or against any Indemnity Claims to the extent caused by, resulting from, relating to or arising out of the negligence or willful misconduct of the Indemnitee or any of its directors, officers, employees or agents.

## ARTICLE XIII SYSTEM PURCHASE AND SALE OPTIONS

13.1 Purchase Option. Buyer shall have the right and option to purchase all of Seller's right, title and interest in and to all the System Assets at Buyer's sole discretion (the "Purchase Option") provided that Buyer may only use the Purchase Option at i) the 7<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, or 20<sup>th</sup>

year anniversary of the System's commercial operation date, ii) the conclusion of the Term or iii) pursuant to Section 9.3(b). Buyer may use the Purchase Option by providing Seller written notice of such use x) not less than 180 days prior to the 7<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, or 20<sup>th</sup> year anniversary of the System's commercial operation Date, y) not later than 180 days prior to the conclusion of the Term, or z) pursuant to Section 9.3(b), respectively.

13.2 Determining Purchase Price. Upon Buyer's use of the Purchase Option Buyer and Seller agree that the purchase price will be the fair market value of the System, and will reflect the value of (i) Seller's right, title and interest in and to all System Assets; (ii) the right and title to all future Environmental Attributes and Energy Output; and (iii) the assignment of related agreements and warranties as provided in Section 13.6 (the "System Purchase Price"). The Parties agree that the fair market value of the System on the 7<sup>th</sup> year anniversary shall be no lower than \$44,000 and no greater than \$56,000.

13.3 Exercise of Purchase Option. Buyer shall have fifteen (15) Business Days from the date the System Purchase Price is determined pursuant to Section 13.2, (the "Exercise Period") to exercise the Purchase Option at the System Purchase Price. Buyer may exercise its Purchase Option by providing written notice to Seller and upon delivery such exercise shall be irrevocable.

13.4 Terms of System Purchase. If Buyer exercises the Purchase Option or Early Purchase Option then no later than thirty (30) Business Days following the conclusion of the Exercise Period (a) Seller shall surrender and transfer to Buyer (i) all of Seller's right, title and interest in and to all System Assets free of liens and encumbrances, (ii) the right and title to all future Environmental Attributes and Energy Output, and (iii) the assignment of related agreements and warranties as provided in Section 13.6, (b) Buyer shall pay to Seller an amount equal to the Final Determination of the System Purchase Price, by certified check, bank draft or wire transfer and shall assume all liabilities arising from or related to the System Assets from and after the Transfer Date, and (c) both Parties shall execute and deliver a bill of sale and assignment of contract rights containing such representations, warranties, covenants and other terms and conditions as are usual and customary for a sale of assets similar to the System, together with such other conveyance and transaction documents as are reasonably required to fully transfer and vest title to the System Assets in Buyer, and deliver ancillary documents, including releases, resolutions, certificates, third person consents and approvals and such similar documents as may be reasonably necessary to complete the sale of the System Assets to Buyer.

13.5 Assignment of Lease, Warranties or Supply Contracts. If Buyer exercises the Purchase Option, Seller shall assign to Buyer and Buyer shall accept from Seller any then-existing warranties and the Lease and any equipment, maintenance, operations and REC contracts pertaining to the System or its operation.

13.6 Inspection of Records. Seller shall make the System Assets, including records relating to the operations, maintenance, and warranty repairs, available to:

a) Buyer for its inspection during normal business hours at any time following Buyer's notice to Seller pursuant to Section 13.1 or 13.7 and prior to the conclusion of the

relevant Exercise Period, upon at least three (3) Business Days' prior written notice from Buyer to Seller; and

b) Purchase Price Appraiser during normal business hours between the date of the Purchase Price Appraiser's appointment and the Final Determination.

**ARTICLE XIV  
CONFIDENTIALITY**

14.1 Confidentiality. Neither Party will use any Confidential Information for any purpose except such Party's performance under this PPA. Furthermore, neither Party will disclose any Confidential Information to any third party other than the Party's or the Party's Affiliates' officers, employees, lenders, counsel, accountants or advisors (collectively, "Representatives"), who have a need to know such information and who have agreed to keep such terms confidential or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein; provided however, that a Party may disclose Confidential Information in order to comply with the requirements of i) any Applicable Law or ii) any rule, tariff or agreement of any utility, transmission and distribution provider (including regional interconnect, independent system operator or regional transmission operator) or iii) in connection with any judicial or regulatory proceeding or request by a governmental authority, provided further however, that each Party will use reasonable efforts to prevent or limit any such disclosure.

(a) The obligations of the Parties under this Article will be governed by the non-disclosure agreements between the Parties.

**ARTICLE XV  
DISPUTE RESOLUTION AND ARBITRATION**

15.1 Notice of Dispute/Negotiated Resolution. Buyer and Seller shall attempt to resolve in good faith any controversy, claim or dispute between the Parties arising out of or related to this PPA or its breach (a "PPA Dispute"). The Parties agree that, should the Parties be unable to resolve such disputes, that all rights and remedies available under law and equity shall be available to them.

**ARTICLE XVI  
NOTICES**

16.1 Notices. All notices, requests, statements or payments required by or provided for in this PPA ("Notice" or "Notices") will be made to the addresses and persons specified below. All Notices shall be made in writing and shall be delivered by hand delivery or overnight delivery. Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. A Party may change its address by providing notice of the same in accordance with the provisions of this Section.

Buyer:

YWCA McLean County

With copy to:  
Attn:  
D. Dontae Latson

Seller:  
  
Shine Development Partners

With copy to:  
Attn:  
Rajiv Pandya

ARTICLE XVII  
ASSIGNMENT AND PROVISIONS BENEFITING LENDER

17.1 Assignment. The Parties shall not without the prior written consent of the other, which consent will not be unreasonably withheld or delayed, assign, pledge or transfer any or all rights or obligations under this PPA, whether voluntarily or by operation of law. Any such assignment or transfer without such consent will be null and void. Notwithstanding the foregoing, (i) upon prior notice to Buyer, changes in control of Seller shall not be deemed an assignment of this PPA, and (ii) with reasonably prompt written notice, Seller may assign its rights and interests in this PPA for collateral purposes in connection with any equity or debt financing involving the System, Seller or Seller's Affiliates, and (iii) Seller may assign its rights and interest in this PPA to any Affiliate of Seller. Seller shall be entitled to file informational financing statements or fixture filings in such jurisdictions as it deems appropriate to establish public record of its rights in the System or in connection with the grant of a security interest in the System to any of its Lenders.

(a) Notwithstanding the foregoing, Seller and Buyer agree that nothing in this Agreement shall prohibit or restrict Buyer from selling, leasing, or otherwise conferring any ownership rights to the buildings or real property on which the System will be located to a transferee with a similar credit profile; *provided, however*, if Buyer sells or leases the entirety of (except to residential tenants occupying separate apartment units) or otherwise confers any ownership rights to the Leased Premises or any interest therein without the conferee having first agreed to and assumed the terms and conditions of this Agreement and the Lease, then Seller shall have the option to terminate this Agreement and shall, as its sole and exclusive remedy, be entitled to receive the Termination Fee from Buyer as its liquidated damages and not as a penalty.

17.2 Cooperation with Financing.

a) Buyer acknowledges that Seller will be financing the development and acquisition of the System and Buyer agrees that it shall cooperate with Seller (at no out of pocket cost to Buyer) and its financing parties in connection with such financing of the System, including



(i) the furnishing of such information, (ii) the giving of such certificates, and (iii) providing such consents and other documents as Seller and its financing parties may reasonably request.

b) In connection with any financing or refinancing of the System, Buyer shall negotiate in good faith with the Seller's financing parties, collateral assignees or mortgagees (collectively, "Lenders") to agree upon a consent to collateral assignment of this PPA that shall be in form and substance agreed to by both Parties and Lenders, which agreement will not be unreasonable withheld, and shall include among other terms and conditions the following provisions:

i. The Parties shall not amend or modify this PPA in any material respect without the prior written consent of the Lenders;

ii. Whenever Buyer is required to provide notice to Seller pursuant to the default provisions of Article IX, Buyer shall give concurrent written notice to any Lenders which Buyer has been provided written notice of;

iii. Lenders shall have the right, but not the obligation, to cure an Event of Default on behalf of Seller in accordance with the provisions of this PPA, provided that Lenders shall be provided an additional time period (as to be agreed to in a consent to collateral assignment) from the end of the cure periods provided in Section 9.1, to effect a cure of such Event of Default; and

iv. Lenders shall have the right, but not the obligation, to exercise their rights under the financing documents entered by Seller and to assign their interests in this PPA to a third party in connection with the exercise of such rights with reasonably prompt written notice to Buyer.

17.3 Further Amendments. At Seller's request, Buyer shall amend this PPA to include any provision that may reasonably be requested by an existing or proposed Lender, and shall execute such additional documents as may reasonably be required to evidence such Lender's rights hereunder; provided, however, that no such amendment or additional documents shall materially and adversely affect the rights and obligations of Buyer hereunder, and shall not extend the Term of this PPA.

17.4 Notice of Lenders. Seller shall from time to time as required provide Buyer with written notice of any Lenders and provide contact information therefor for notice purposes. Upon receipt of such notice, Buyer shall recognize a particular entity as a Lender and will accord to such entity all the rights and privileges of a Lender hereunder.

ARTICLE XVIII  
RURAL ENERGY FOR AMERICA PROGRAM (REAP) PROGRAM

[Intentionally Omitted]

ARTICLE XIX  
MISCELLANEOUS

19.1 Governing Law/Venue. This PPA will be governed by the laws of the State of Texas without giving effect to principles of conflicts of laws.

19.2 Entire Agreement; Amendments. This PPA (including the exhibits, any written schedules, supplements or amendments) constitutes the entire agreement between the Parties, and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof. Any amendment, modification or change to this PPA will be void unless in writing and signed by both Parties, subject to Section 17.2.

19.3 Non-Waiver. No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. Any waiver must be in a writing signed by the Party making such waiver.

19.4 Severability. If any part, term, or provision of this PPA is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this PPA, and shall not render this PPA unenforceable or invalid as a whole. Rather the part of this PPA that is found invalid or unenforceable will be amended, interpreted or replaced with a legal, enforceable, and valid provision to achieve as nearly as possible the same objectives and economic effect as the original provision, within the limits of Applicable Law, and the remainder of this PPA will remain in full force.

19.5 No Third Party Beneficiaries. Nothing in this PPA will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind other than with respect to the Lenders to the extent provided herein or in any consent to assignment with the Lenders.

19.6 No Recourse to Affiliates. This PPA is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any Affiliate or Representative of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing by the Person against whom recourse is sought.

19.7 Relationships of Parties. This PPA shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party.

19.8 Attorneys' Fees. If any action, arbitration, judicial reference or other proceeding is instituted between the parties in connection with this PPA, the losing party shall pay to the prevailing party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing or defending such action or proceeding (at trial and on appeal) and/or enforcing any judgment granted therein. The prevailing party shall be determined based upon an assessment of which party's major arguments or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues.

19.9 Counterparts. This PPA may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument. A signature on a copy of this PPA received by either Party by facsimile is binding upon the other Party as an

original. Both Parties agree that a photocopy of such facsimile may also be treated by the Parties as a duplicate original.

19.10 Further Assurances. The Parties shall do such further acts, perform such further actions, execute and deliver such further or additional documents and instruments as may be reasonably required or appropriate to consummate, evidence, or confirm the agreements and understandings contained herein and to carry out the intent and purposes of this PPA.

19.11 Construction of Agreement; Headings. This PPA and any ambiguities or uncertainties contained herein shall be equally and fairly interpreted for the benefit of and against all Parties to this PPA, it being expressly agreed that the parties hereto participated equally in the negotiation and preparation of this PPA or have had equal opportunity to do so. Accordingly, the parties hereby waive the legal presumption that the language of the contract should be interpreted most strongly against the party who caused the uncertainty to exist. The headings in this PPA are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provisions herein.

19.12 Exhibits and Schedules. Any and all exhibits and schedules referenced herein and/or attached hereto are hereby incorporated into this Agreement by reference.

[SIGNATURES ON NEXT PAGE]

**CONFIDENTIAL AND PROPRIETARY**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this 16<sup>th</sup> day of June, 2017:

BUYER

YWCA McLean County

By: \_\_\_\_\_

Name: D. Dontae Latson

Title: President and CEO

SELLER

GreenLife Solar, LLC dba  
Shine Development Partners

By:  \_\_\_\_\_

Name: Rajiv Pandya

Title: President

## EXHIBIT A

### DESCRIPTION OF PREMISES

The Premises will consist of the roof of the property located at 1201 North Hershey Road, Bloomington, IL 61704 as well as any required access points to that roof. See attached for a graphic depiction of the Premises.



## EXHIBIT B

### DETAILED DESCRIPTION OF THE SYSTEM

(Design is subject to change at Seller's discretion due to availability or pricing of materials and based on the requirements of the parcel being utilized. In any case, the materials utilized will be of equal or better quality than those named below.)

- 123 Kw DC total system size (final size to be confirmed), grid tied and roof mounted
- REC Solar 340v Solar Panels or equivalent
- SMA String Inverters or equivalent
- EcoFoot mounting system or equivalent
- Conduit / wire / AC disconnect / grounding / lightning arrestor
- SMA web-based monitoring or equivalent

## EXHIBIT C

### SCHEDULE OF DEFINITIONS

1. Definitions. The definitions provided below and elsewhere in this PPA will apply to the defined terms used in this PPA:

“AAA Rules” shall have the meaning ascribed to such term in Section 15.2.

“Adjusted Energy Output” shall have the meaning ascribed to such term in Section 7.3.

“Affiliate” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.

“Applicable Law” means, with respect to any governmental authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of such governmental authority, enforceable at law or in equity, along with the interpretation and administration thereof by any governmental authority.

“Bankrupt” means that a Party or other entity (as applicable): (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor’s rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within 30 days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the Applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“Bankruptcy Code” means the United States Bankruptcy Code.

“Basic PPA Provisions” means the Basic PPA Provisions set forth above Article I of this PPA.

“Building and Electrical Permits” means all permits, licenses, registrations and approvals required to install and construct the System on the Leased Premises whether required by any

Applicable Law, utility, transmission or distribution provider or any other regulatory entity. The Interconnection Agreement is excluded from this definition.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“Commercial Operation Date” means the date that construction and installation of the System is complete and the System connected to the electrical system of the Premises and the System is capable of delivering uninterrupted Energy Output; such date shall be determined at the sole discretion of the Seller.

“Confidential Information” means any non-public confidential or proprietary information of a Party or its Affiliates or any of its or their Representatives relating to this PPA or the System or any System Assets and revealed to the other Party or its Affiliates or any of its or their Representatives during the Term, including the terms of this PPA.

“Contract Year” shall mean any 12 month period beginning on the same day and month of the Commercial Operation Date.

“Costs” means any fees, expenses and/or obligations incurred by either Party in connection with this Agreement or breach thereof by the other Party.

“Default Termination Date” shall have the meaning ascribed to such term in Section 9.2.

“Effective Date” shall have the meaning ascribed to such term in the recitals.

“Energy” means electric energy (three-phase, 60-cycle alternating current, expressed in kilowatt-hours).

“Energy Payment Rate” shall be the price Buyer shall pay Seller for Total Delivered Energy under this PPA, as described in Exhibit D to this PPA hereby incorporated by reference and expressed in cents per kilowatt-hour.

“Energy Output” means the Energy generated by the System and measured in whole kilowatt-hours (kWh).

“Environmental Attributes” means any and all credits, certificates, benefits, emissions reductions, offsets, and allowances, howsoever entitled, administered by any governmental authority, utility, transmission and distribution provider (including regional interconnect, independent system operator or regional transmission operator) or any other similar entity, attributable to the generation from the System and its displacement of conventional energy generation including but not limited to Renewable Energy Credits as well as: (1) 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; (2) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>) nitrous oxide, hydrofluoro carbons, perfluoro carbons, sulfur hexafluoride and other greenhouse gases (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; (3) any reporting rights to these avoided emissions including but not limited to Green Tag Reporting



Rights. Environmental Attributes do not include: (i) any energy, capacity, reliability or other power attributes from the System; (ii) production or investment tax credits associated with the construction or operation of the energy projects, Treasury grants made pursuant to Section 1603 of the American Recovery and Reinvestment Act and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation; or (iii) emission reduction credits encumbered or used by the System for compliance with local, state, or federal operating and/or air quality permits.

“EPC Agreement” shall mean the contract between Seller and the contractor it selects to build the Project describing the terms under which the Project will be constructed.

“Event of Default” shall have the meaning ascribed to such term in Section 9.1

“Exercise Period” shall have the meaning ascribed to such term in Section 13.4.

“Federal Energy Regulatory Commission” shall mean the United States Federal Energy Regulatory Commission, or any successor agency.

“Force Majeure” means any event or circumstance that (i) is not within the reasonable control, or the result of the negligence, of the Claiming Party, and (ii) by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. This definition shall include, without limitation, (i) sabotage, riots or civil disturbances, (ii) acts of God, (iii) acts of the public enemy, (iv) acts of vandalism, (v) terrorist acts affecting the Premises, (vi) flood, ice storms, explosion, fire, lightning, or similarly cataclysmic occurrence, (vii) requirement by local electric utility that the System curtail or discontinue operation for any reason (excluding any breach of the Interconnection Agreement with such utility), (ix) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, or (x) any other action by any governmental authority which prevents or prohibits the Parties from carrying out their respective obligations under this Agreement. This definition shall not include economic hardship of either Party and shall not include: (i) equipment failure (except to the extent that such failure itself arises from Force Majeure), (ii) acts or omissions of Seller’s contractors or agents (except to the extent that such acts or omissions themselves arise from Force Majeure), (iii) changes in costs of services, materials, labor, (iv) Buyer’s economic ability to pay for or to use the Energy Output purchased hereunder, or (v) Seller’s ability to sell Energy Output at a price greater than the Energy Payment Rate under this PPA.

“Governmental Charges” means all federal, state and local taxes, governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by any governmental authority, utility, transmission and distribution provider (including regional interconnect, independent system operator or regional transmission operator) or any other regulatory entity in connection with or relating to the generation, delivery or sale of Energy Output. Despite anything in this Agreement to the contrary, Governmental Charges do not include taxes related to the System or Seller’s income generated under this Agreement.

“Indemnity Claims” shall have the meaning ascribed to such term in Section 12.1.

“Independent Appraiser” means an individual who is a member of a national accounting, engineering or energy consulting firm qualified by education, experience and training to determine the value of solar generating facilities of the size and age and with the operational characteristics of the System. Except as may be otherwise agreed by the Parties, the Independent Appraiser shall not be (or within three years before his appointment have been) a director, officer or an employee of, or directly or indirectly retained as consultant or adviser to, Buyer or Seller or any Affiliate of Seller or Buyer.

“Interconnection Agreement” means any agreement required for the interconnection of the System with the local electric utility and the resale of excess power to the local utility.

“Lease” shall have the meaning ascribed to such term in the Basic PPA Provisions hereto.

“Leased Premises” shall have the meaning ascribed in the Lease.

“Lessor” shall have the meaning ascribed to such term in the Basic PPA Provisions hereto.

“Lender” shall have the meaning ascribed to such term in Section 17.2.

“Metering Device” means the revenue-grade energy metering device installed and owned by Seller to measure Energy Output.

“Meter Malfunction Period” shall have the meaning ascribed to such term in Section 7.2(iv).

“Meter Malfunction Output” shall have the meaning ascribed to such term in Section 7.2(iv).

“Non-Defaulting Party” shall have the meaning ascribed to such term in Section 9.2.

“Notices” shall have the meaning ascribed to such term in Section 16.1.

“Person” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, limited liability company, or any other entity of whatever nature.

“PPA Dispute” shall have the meaning ascribed to such term in Section 15.1.

“Preliminary Determination” shall have the meaning ascribed to such term in Section 13.3(b).

“Premises” shall have the meaning ascribed to such term in the Lease.

“Project Documents” shall mean those documents required for the construction, financing and ownership of a solar photovoltaic system, including, but not limited to, power purchase agreements, EPC Agreements and property access documentation.

“Purchase Price Appraiser” shall have the meaning ascribed to such term in Section 13.2.

“Renewable Energy Credit” or “REC” has the meaning set forth in 20 ILCS 3855 and in the energy laws and regulations of the State of Illinois, the Illinois Commerce Commission (ICC), and/or the Illinois Power Agency (IPA).

“Representatives” shall have the meaning ascribed to such term in Section 14.1(a).

“Schedule of Definitions” shall have the meaning ascribed to such term in Section 1.1.

“System” means the solar electric generating facility owned by Seller and more particularly described in Exhibit B.

“System Assets” means the each and all of the assets of which the System is comprised, including Seller’s solar energy panels, mounting systems, energy monitoring systems, inverters, monitoring systems, Metering Devices, disconnects, boxes, integrators and other related equipment installed on the Premises, electric lines required to connect such equipment to the Premises, protective and associated equipment, improvements, and other tangible and intangible assets, permits, property rights and contract rights required for the installation, construction, operation, and maintenance of the System.

“System Loss” means any loss of or damage to the System or System Assets or any part thereof that prevents the System from operating at full capacity, resulting from or arising out of any cause or occurrence including but not limited to theft, casualty, accident, condemnation or Force Majeure other than (i) Seller’s negligence or intentional misconduct, (ii) Seller’s breach of maintenance obligations under the PPA, or (iii) normal wear and tear of the System.

“System Purchase Price” shall have the meaning ascribed to such term in Section 13.2.

“Term” shall have the meaning ascribed to such term in Section 2.1.

“Termination Fee” shall have the meaning ascribed to such term in Section 9.4(b).

“Test Energy” shall mean all Energy Output produced before the Commercial Operation Date as measured at and delivered to the Metering Device, subject to Section 7.3.

“Total System Loss” means any total or complete loss, damage or destruction of the System or System Assets or any part thereof resulting from or arising out of any cause or occurrence including but not limited to theft, casualty, accident, condemnation or Force Majeure other than (i) Seller’s negligence or intentional misconduct, (ii) Seller’s breach of maintenance obligations under the PPA, or (iii) normal wear and tear of the System.

“Total Delivered Energy” shall mean all Energy Output produced on and after the Commercial Operation Date as measured at and delivered to the Metering Device, subject to Section 7.3.

“Transaction” means any transaction between the Parties under the terms of the PPA or the Lease or any other agreement, instrument, or undertaking between the Parties.

“USD” means United States Dollars.

## EXHIBIT D

### ENERGY PAYMENT RATE

1. Energy Payment Rate for the first Contract Year shall be 0.08¢/kWh, with prices in subsequent years provided below.

Year	PPA Rate
1	\$ 0.0740
2	\$ 0.0751
3	\$ 0.0762
4	\$ 0.0774
5	\$ 0.0785
6	\$ 0.0797
7	\$ 0.0809
8	\$ 0.0821
9	\$ 0.0834
10	\$ 0.0846
11	\$ 0.0859
12	\$ 0.0872
13	\$ 0.0885
14	\$ 0.0898
15	\$ 0.0911
16	\$ 0.0925
17	\$ 0.0939
18	\$ 0.0953
19	\$ 0.0967
20	\$ 0.0982
21	\$ 0.0997
22	\$ 0.1012
23	\$ 0.1027
24	\$ 0.1042
25	\$ 0.1058

2.. If the Term is extended for any reason pursuant to this PPA, the Energy Payment Rate shall increase by 1.0% for each Contract Year after the 25<sup>th</sup> anniversary of the Commercial Operation Date with the baseline to such escalation being the rate in Year 25 above.