



SOL SYSTEMS CONTRACT DIRECTIONS

Dear [Name],

Thank you for choosing Sol Systems as your SREC partner. Please read the following document carefully as it is a binding contract for the SRECs associated with your [System Size] kW solar photovoltaic system located at [Address]. Before sending in a copy of the signed contract, please make sure you have completed all items on the checklist below. Incomplete contracts and attachments may cause a delay in payments and may reduce the payment available for your SRECs.

If you have any questions or concerns, please do not hesitate to contact us. We would be happy to help.

Best regards,
The Sol Systems Team

1. Print this document and **read** through the contract to ensure you are comfortable with the terms and that all of your personal information is filled out correctly in the document. ☐
2. Execute the contract by adding your signature to the four (4) signature lines on the following pages: ☐

| Required Signatures | |
|-------------------------------------|--------------------------|
| Annuity Purchase and Sale Agreement | <input type="checkbox"/> |
| Attachment B - Registration Consent | <input type="checkbox"/> |
| Schedule A | <input type="checkbox"/> |

Note: Sol Systems will submit all consent and state registration materials on behalf of all customers, with the exception of customers located in New Jersey and Delaware. We ask customers not located in these states to refrain from submitting any of these documents on their own, despite any instructions to the contrary on the forms themselves.

3. Please submit a signed copy of the Annuity Purchase and Sale Agreement. ☐
4. Please submit a signed copy of the Sol Systems Registration Consent form (Attachment B). ☐
5. Please submit a signed copy of the Pennsylvania Recognition of Assignment of Solar AECs form. ☐
6. Please submit a fully executed Utility Interconnection Agreement for your solar system. Either a physical copy or email copy is sufficient. ☐
7. Please submit a signed copy of the PJM GATS Generator Owners Consent form (Schedule A). Please do not send the Schedule A form to GATS despite the instructions on this form. ☐
8. PLEASE UPLOAD, EMAIL, OR FAX THE COMPLETE CONTRACT BY **2015-01-01** TO SOL SYSTEMS. A DELAY IN SUBMITTING THIS CONTRACT OR THE REQUIRED MATERIALS MAY RESULT IN SOL SYSTEMS INABILITY TO SELL YOUR SRECS. ☐

Upload: To upload your documents, please log into your account at <http://srecs.solssystemscapany.com/login> and select "Upload A Document" from the menu at left.

Email: info@solssystemscapany.com

Fax: (360) 935-7860

9. Please review our list of Frequently Asked Questions at <http://www.solssystemscapany.com/our-services/srec-services/sell-your-systems-srecs/sell-your-srecs-faq> for more information on SRECs, meter reading requirements, payments schedules, and other topics. If you are unable to find an answer to your question on our website, please feel free to contact us at info@solssystemscapany.com or (888) 235-1538 x1.





SREC Purchase and Sale Agreement

This SREC Purchase and Sale Agreement (the "**Agreement**") is made as of 2015-01-13 (the "**Execution Date**"), by and between [Name] located in DC ("**Seller**"), and Sol Systems, LLC, a Delaware limited liability company ("**Buyer**"). The foregoing may, depending on the context, be referred to herein individually as a "**Party**" or collectively as the "**Parties**".

THIS AGREEMENT INCORPORATES BY REFERENCE THE SOL SYSTEMS' SREC PURCHASE AND SALE TERMS AND CONDITIONS [VERSION 1] (THE "**TERMS AND CONDITIONS**"), AVAILABLE AT: SRECS.SOLSYSTEMSCOMPANY.COM/CONTRACTS/ANNUITY/V1

For other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties hereby agree to be bound by the following:

I. TERMS

A. Receipt Deadline and Processing.

This contract is binding on both Parties only if received by Buyer by 2015-01-01.

B. Seller Information.

Seller affirms that the information below is correct:

Seller Name:
Seller Phone:
Seller Email:
Seller Address:

C. Project Information.

Seller confirms that it owns and holds title to that certain solar photovoltaic energy project set out below and as further described on Buyer's website by Seller and Seller's solar energy developer or installer (the "**Project**").

Solar Facility Name:
Solar Facility Size:
Solar Facility Location:

D. Solar Facility Installation Schedule.

Seller and Buyer agree to the following schedule for the Project:

Installation Deadline:
Interconnection Deadline:

E. SREC Type.

"**Solar Renewable Energy Certificates**" or "**SRECs**" means those renewable energy credits specifically associated with the production of solar energy as described in the in Section 10 of DC Code § 34-1431 *et seq* and the District's Renewable Portfolio Standard, enacted on April 12, 2005 pursuant to DC Code § 34-1431, as may be amended and in effect from time to time. SRECs include all Environmental Attributes associated with the production of electrical energy from the Project.

F. Term.

The term shall begin on the Execution Date and shall continue until the last day of the month in which the three (3,000) year anniversary of the Execution Date occurs (the "**Term**"), as further described in the Terms and Conditions. Prior to the end of the Term, Buyer shall notify Seller of the termination of the Agreement.

G. Purchase Quantity.

Seller shall sell, and Buyer shall buy, all of the SRECs (as defined herein) associated with the electrical energy generation of the Project during the Term (including all SRECs created during the month in which the Execution Date occurs, regardless of whether the Execution Date occurs on the first day of a month) after Seller has provided all of the Required Information, as defined below; provided, that if Seller has an existing contract to sell SRECs during the first month of the Term, those SRECs will not be included as part of the purchase quantity. Buyer shall have no responsibility to purchase SRECs prior to the date on which Seller has provided this Required Information to Buyer. If SRECs that were created in connection with energy generated prior to the Term are credited to Sol Systems' account under the PJM Generation Attributes Tracking System, Buyer may, in its discretion, purchase such SRECs on the terms set forth in this Agreement or sell such SRECs on behalf of Customer on a brokerage basis, unless otherwise directed by Customer. Payments for such transactions shall be made in accordance with these Terms and Conditions.

H. Purchase Price.

The purchase price shall be agreed upon price (\$000.00) per SREC during the Term (the "**Purchase Price**").

I. Documentation and Interconnection Deadline

1. If interconnection of the Project is delayed beyond the Interconnection Deadline, regardless of the responsibility of the Seller, Buyer shall have the sole right to either (i) terminate this agreement or (ii) waive this right and adjust the Purchase Price to the then-current standard fixed price for the Term.
2. Seller must provide Buyer with all requested documents, including Seller's fully executed interconnection agreement, before the Interconnection Deadline.

J. SREC Payment.





1. Buyer shall provide Seller with payment for its SRECs every three (3) months in the months of February, May, August, and November (each month individually referred to as the "**Payment Month**"). The February payment will account for SRECs generated in October, November, and December. The May payment will account for SRECs generated in January, February, and March. The August payment will account for SRECs generated in April, May, and June. The November payment will account for SRECs generated in July, August, and September.
2. The first Payment Month will begin after the Project has been registered as a solar energy facility and in which a full SREC has been produced.

K. **Damages.** If Seller fails to deliver SRECs pursuant to this Agreement, it shall pay to the Buyer the Buyer's Cost to Cover. If Buyer fails to purchase SRECs pursuant to this Agreement, it shall pay to the Seller the Seller's Cost to Cover. Both are defined in the Terms and Conditions.

L. **Metering.** Seller shall install the meter specified below (the "**Required Meter**"). If metering requirements in a state change and require Buyer to collect additional information, Seller shall provide such information within twenty (20) business days.

Required Meter. Project is not required to have a utility or revenue grade meter installed.

M. **Reporting Production.**

Remote Monitoring. Project may optionally utilize a remote monitoring system that allows remote access to Project generation data. The remote monitoring system must be connected to the utility or revenue grade meter. Seller must provide Buyer with remote access to the Required Meter for the duration of the Term if they wish to utilize remote monitoring for generation reporting.

Estimates. Project is eligible to utilize production estimates in lieu of reporting generation data.

Meter Readings. Seller is not required to provide Project generation data to Buyer as long as Project is eligible to utilize estimates. If at any time Project becomes ineligible to utilize estimates, Seller shall be required to provide Project's monthly solar energy readings in a manner to be determined by Buyer.

N. **Seller Requirements.** Seller is required to provide the following information (the "**Required Information**") to Buyer by the Interconnection Deadline. Buyer shall have no obligation to purchase SRECs until Buyer is in receipt of all of the following:

1. A signed copy of the Annuity Purchase and Sale Agreement.
2. A signed copy of the Registration Consent form (Attachment B).
3. A signed copy of the PA Recognition of Assignment of Solar AECs form.
4. A fully executed Utility Interconnection Agreement.
5. A signed copy of the PJM GATS Generator Owners Consent form (Schedule A).
6. Any additional information requested by Buyer, delivered in a timely fashion for registration purposes.

O. **Regulatory Termination Right.** BUYER SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO TERMINATE THIS AGREEMENT UPON EITHER THE EXPIRATION OF THE DISTRICT OF COLUMBIA'S RENEWABLE PORTFOLIO STANDARD PROGRAM (THE "**PROGRAM**"), ANY CHANGE IN THE PROGRAM'S ALTERNATIVE COMPLIANCE PAYMENT FOR SOLAR ENERGY, OR ANY CHANGE IN THE ADMINISTRATION OF THE PROGRAM THAT WOULD PREVENT OR INHIBIT BUYER FROM PURCHASING SRECS FROM THE PROJECT OR THE PROJECT FROM PRODUCING SRECS.

IN WITNESS WHEREOF, the Parties have executed this SREC Purchase and Sale Agreement, as of the Execution Date first written above.

| SELLER | BUYER |
|--------------|--|
| <div>X</div> | |
| Name:s | Name: Title: COO Company: Sol Systems, LLC |





SOL SYSTEMS' SREC PURCHASE AND SALE TERMS AND CONDITIONS VERSION 1

The following provides the Terms and Conditions (the "**Terms and Conditions**") between Sol Systems, LLC ("**Buyer**") and Seller, as described in that certain SREC Purchase and Sale Agreement (the "**Agreement**") entered into by Buyer and such Seller. Terms not defined herein shall have the meaning to them provided in the Agreement. To the extent that terms or provisions conflict between the Agreement and these Terms and Conditions, the relevant term or provision in the Agreement shall supersede these Terms and Conditions.

ARTICLE I: THE TRANSACTION

A. Quantity, Specifications of SRECs, and Price.

1. Quantity: The Quantity shall be specified in the Agreement.
2. Purchase Price: The Purchase Price shall be specified in the Agreement.

B. Delivery of SRECs.

1. PJM or Adjacent State Projects. For projects located in PJM or adjacent states, delivery and transfer of title and risk of loss for all of the Project's SRECs shall pass and transfer from Seller to Buyer upon delivery of the SRECS through GATS in accordance with the rules and regulations of GATS. In the event that GATS is discontinued, or delivery of the SRECs from the Project to Buyer is no longer possible through GATS, or the Parties by mutual agreement conclude that GATS should no longer be used, delivery shall take place through an attestation in form and substance satisfactory to Buyer.
2. Massachusetts SREC Delivery. For projects located in Massachusetts, delivery and transfer of title and risk of loss for all of the Project's SRECs shall pass and transfer from Seller to Buyer upon delivery of the SRECS through NEPOOL-GIS in accordance with the rules and regulations of NEPOOL-GIS. In the event that NEPOOL-GIS is discontinued, or delivery of the SRECs from the Project to Buyer is no longer possible through NEPOOL-GIS, or the Parties by mutual agreement conclude that NEPOOL-GIS should no longer be used, delivery shall take place through an attestation in form and substance satisfactory to Buyer.
3. Production Recordation and Reporting. Seller shall be responsible for accurately reporting the Project's energy production to Buyer and providing Buyer with access to the Required Meter and Required Remote Monitoring Access, as specified in the Agreement.

ARTICLE II: CONDITIONS PRECEDENT

- A. The Project shall have attained Commercial Operation prior to the Installation Deadline.
- B. Required Meter. Prior to the Installation Deadline, Seller shall have installed and tested the Required Meter, if required in the Agreement.
- C. Required Remote Monitoring Access. Prior to the Installation Deadline, Seller shall have installed and tested the Required Remote Monitoring Access, if required in the Agreement.
- D. Interconnection Agreement. As required in the Agreement, Seller shall provide Buyer with a copy of an interconnection agreement that has been duly executed by Seller and its interconnection utility.
- E. Environmental and Other Permits. Seller shall provide Buyer with any and all requested environmental and/or land permits or other necessary documentation necessary to operate the Project on a commercial basis and to register the Project as a qualified renewable energy generator.
- F. Certificate of Good Standing. Non-residential Sellers with projects above 20kW shall provide Buyer with a certificate of good standing or a certificate of fact from the state in which it is incorporated, and if Seller is not organized in the state in which the Project is located, a certificate of the authorization to do business in such state.
- G. Pictures. Sellers must provide Buyer with a picture of the array and a picture of the Required Meter or inverter if specified in the Agreement.
- H. Title. Seller shall own and hold title to the real property upon which the Project is located or must have a site lease in place and shall provide Buyer proof of such control.
- I. Insurance. Non-residential customers shall secure commercial liability insurance, general liability insurance, third party liability insurance, and all risk insurance policies of a normal and customary value and shall present proof of such coverage to Buyer upon request. All risk insurance shall cover, at the minimum, the total cost of the system.
- J. Buyer may, without further obligation hereunder, terminate this Agreement after five (5) days prior written notice to Seller if any of the foregoing conditions precedent have not occurred by the dates set out above, following delivery of such written notice from Buyer to





Seller identifying the uncompleted condition precedent to the Seller.

ARTICLE III: DUTIES AND RESPONSIBILITIES

A. Seller Duties:

1. Installation. Seller shall ensure the Project has attained Commercial Operation prior to the Installation Deadline. The failure of the Project to attain Commercial Operation by the Installation Deadline may materially change the Purchase Price of the Project, as set out in Section H of the Agreement.
2. Notice. Seller shall notify Buyer of the date on which the Project has been installed and has attained Commercial Operation.
3. Minimum Output Guarantee. Non-residential Sellers shall be responsible for a minimum output guarantee of seventy-five percent (75%) of the Projected Annual Output of the Project, as described in the Agreement.
4. Maintenance. Seller shall be responsible for all necessary upkeep and maintenance of the Project in order for the Project to achieve the Minimum Output Guarantee. If the Project falls into disrepair or is destroyed, Seller shall notify Buyer promptly upon notice of such disrepair or destruction.
5. Repair.
 - a. If the Project falls into disrepair or is destroyed, Seller shall be responsible for initiating repair on the Project within thirty (30) days. Failure to notify Buyer or initiate such repairs within thirty (30) days shall be an Event of Default of this Agreement.
 - b. If the Project falls into disrepair or is destroyed, Seller shall be responsible for bringing the Project online and operational and ensuring the Project is producing and delivering electricity on to the grid, or solar thermal energy to the host if the Project is a solar thermal system, commensurate with its nameplate capacity within sixty (60) days. Failure to bring the Project online within sixty (60) days shall be an Event of Default of this Agreement.
6. Insurance. Non-residential Sellers with projects above 20kW shall maintain during the Term commercial liability insurance, general liability insurance, third party liability insurance, and all risk insurance policies of a normal and customary value, provided that the all risk insurance policy shall cover, at the minimum, the total cost of the system. Seller shall present proof of such coverage to Buyer upon request.
7. Inspection. Seller shall provide Buyer with direct access to the Project for inspection within seven (7) days after Seller's receipt of Buyer's written notice of such request.
8. Project Expansion. Should the Seller decide to expand the Project, Buyer shall have no obligation to purchase the SRECs from the expanded capacity of the system.
9. Sale or Assignment of Project and Real Property.
 - a. Seller shall not sell or assign the Project or its real property interest to the real property on which the Project is located without prior written consent of Buyer.
 - b. If Seller does sell the real property on which the Project is located it must either assign this agreement to the new third party owner (the "**Third Party**") or secure written consent from the Third Party that Seller will retain ownership of the SRECs and provide such consent to Buyer.
10. Death. In the event of a Seller's Death, Buyer shall have the right but not the obligation to terminate this Agreement.

ARTICLE IV: EVENT OF DEFAULT

A. Event of Default. An "**Event of Default**" shall mean, with respect to a Party (the "**Defaulting Party**") which has failed to fulfill an obligation owed hereunder to the other Party (the "**Performing Party**"):

1. The failure to make any payment to the Performing Party when due under this Agreement if such failure is not remedied within sixty (60) days after the due date;
2. The failure of Seller to deliver all SRECs produced by the Project to Buyer pursuant to the Agreement;
3. Failure to provide the Required Information or any additional information requested by Buyer that is necessary for the registration of the Project.
4. Either Party's actual fraud, willful misconduct, or breach in connection with this Agreement;
5. The filing of a petition for voluntary bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or voluntarily taking advantage of any such law or act by answer or



otherwise;

6. Any representation or warranty made in the Agreement proves to have been false or misleading in any material respect when made or fails to remain true during the Term if such failure would reasonably be expected to result in a material adverse impact on the other Party, and such misrepresentation or failure is not cured within ten (10) days after written notice thereof is delivered to the Defaulting Party; or

7. Any failure to follow or otherwise comply with any of the material provisions and terms of this Agreement, if such failure is not remedied within ten (10) days after written notice is given by the Performing Party.

B. Remedies for an Event of Default. Upon the occurrence and notice to the Defaulting Party of an Event of Default, the Performing Party shall have the right (but not the obligation) to: (i) suspend performance of its obligations under this Agreement; (ii) with regard to Seller, sell to a third Person, free and clear of any claims by Buyer, all SRECs for such period during which Seller suspends performance hereunder; and/or (iii) receive from the Defaulting Party direct damages incurred by the Performing Party in connection with such Event of Default (including during any applicable cure period, whether or not the Performing Party has elected to suspend performance during such cure period). The Parties agree that the damages recoverable under this Section in connection with an Event of Default include the Buyer's Cost to Cover or Seller's Cost to Cover, as applicable.

C. Termination for an Event of Default. If an Event of Default has occurred, the Performing Party shall have the right, but not the obligation, to declare a date, effective on the notice thereof, upon which this Agreement shall terminate ("**Early Termination Date**").

1. Effect of Termination of this Agreement. Termination shall not affect or excuse the performance of any Party under any provision of this Agreement that by its terms survives any such termination.

2. Termination Damages. Upon the termination of this Agreement, the Defaulting Party shall pay to the Performing Party liquidated damages equal to the Buyer's Cost to Cover or Seller's Cost to Cover within thirty (30) days, as calculated by a third party broker, discounted at eight percent (8%).

D. Duty to Mitigate. Each Party agrees that it has a duty to use commercially reasonable efforts to minimize and mitigate any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

E. Limitation of Liability. THE PARTIES AGREE THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED HEREIN SATISFY THE ESSENTIAL PURPOSES HEREOF. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES OR LOST PROFITS.

ARTICLE V: REPRESENTATIONS AND WARRANTIES

A. Seller's Representations and Warranties. Seller represents and warrants that Seller: (a) validly existing and in good standing under the laws of the state of its residence, organization or formation and is qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on the business or financial condition of Seller; (b) has not sold and, except as otherwise provided in this Agreement, will not in the future sell or attempt to sell to any other person the SRECs purchased by Buyer under this Agreement during the Term; (c) has entered into this Agreement in connection with the conduct of its business and has the ability to make delivery of SRECs; (d) is not relying upon any representations of Buyer other than those expressly stated herein; (e) has entered into this Agreement as a principal (and not as advisor, agent, broker or in any other capacity, fiduciary or otherwise); (f) has entered into this Agreement with a full understanding of the material terms and risks of the same, and it is capable of assuming those risks; and (g) will perform its obligations hereunder in accordance with all applicable laws and regulations.

B. Buyer's Representations and Warranties. Buyer represents and warrants that Buyer: (a) is a duly organized limited liability company, validly existing and in good standing under the laws of the state of its organization or formation, and is qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on the business or financial condition of Buyer; (b) has entered into this Agreement in connection with the conduct of its business and has the ability to take delivery of and pay for the SRECs; (c) is not relying upon any representations of Seller other than those expressly stated herein; (d) has entered into this Agreement as principal (and not as advisor, agent, broker or in any other capacity, fiduciary or otherwise); (e) has entered into this Agreement with a full understanding of the material terms and risks of the same, and it is capable of assuming those risks and (f) will perform its obligations hereunder in accordance with all applicable laws and regulations.

C. Limitation on Representations and Warranties. EXCEPT AS PROVIDED HEREIN, THE PARTIES MAKE NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THEIR PERFORMANCE OR OBLIGATIONS UNDER THIS AGREEMENT, AND EACH PARTY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING BY CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING.

ARTICLE VI. CONFIDENTIALITY

A. Confidential Information. Confidential Information shall include (a) the Agreement, its terms and conditions, and any and all information prepared or delivered to a Party by the other Party or its representatives (including information or data received by the other Party from a third party and as to which the other Party has confidentiality obligations) in relation to this Agreement; and (b) information that is known to a Party, or should be known to a reasonable person given the facts and circumstances of the disclosure, as being treated as confidential or proprietary by the other Party ("**Confidential Information**").





- B. Treatment of Confidential Information. Upon a Party (the "**Receiving Party**") receiving or learning of Confidential Information from the other Party (the "**Disclosing Party**"), the Receiving Party shall: (a) keep such Confidential Information in strictest confidence and shall not disclose any such Confidential Information to any other Person, except as may be provided herein; (b) restrict access to such Confidential Information to employees, representatives, affiliates and others who agree to be bound by this Agreement, have a need to know such Confidential Information for the purposes of performing the obligations of the Disclosing Party under this Agreement, and have been notified that such information is Confidential Information; and (c) upon the termination of this Agreement and at the request of the Disclosing Party, destroy or return any such Confidential Information in written or other tangible form and any copies thereof. The terms of this Agreement shall also be considered Confidential Information, except that a Party may disclose the terms of this Agreement to an index publisher or to a comparable credit rating agency that has executed a confidentiality agreement such Party.
- C. Disclosure Pursuant to Applicable Law. In the event a Receiving Party is requested pursuant to applicable law to disclose Confidential Information, such Receiving Party shall, to the extent permitted by applicable law, give the Disclosing Party prompt notice of such request so that the Disclosing Party may seek an appropriate protective order.
- D. Survival of Confidentiality Provisions. The obligations of the Parties under this Article of the Terms and Conditions shall remain in full force and effect for two (2) years following the termination of this Agreement.

ARTICLE VII: NOTICE

All notices, requests, statements and other communications to be given under this Agreement shall be made in writing to the persons specified below by hand delivery, express courier, facsimile or electronic mail (so long as a copy of such electronic mail notice is provided thereafter by hand delivery or express courier).

Notice to Sol Systems, LLC:

| | |
|------------------|---|
| Attn: | Sol Systems Legal |
| Address: | 1718 Connecticut Ave NW Ste 300 Washington, D.C. 20009 |
| Telephone: | (888) 235-1538 x1 |
| Facsimile | (360) 935-7860 |
| Electronic mail: | info@solsystemscompany.com |

ARTICLE VIII: MISCELLANEOUS

- A. Taxes. Seller shall pay or cause to be paid all of its own income taxes on or with respect to sale and delivery of SRECs from Seller to Buyer pursuant to this Agreement.
- B. Assignment. Seller shall not transfer or assign all or any part of this Agreement or its rights or obligations hereunder or otherwise dispose of any right, title or interest herein without the prior written consent of Buyer, such consent not to be unreasonably withheld or delayed.
- C. Governing Law & Dispute. This Agreement will be governed by laws of the New York without regard to its principles of conflicts of law, and the Parties hereby consent to the jurisdiction of the administrative and judicial tribunals of the District of Columbia, as applicable. In the event of any dispute arising under this Agreement, within ten (10) days following the receipt of a written notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute quickly, informally and inexpensively. If the Parties are unable to resolve a dispute arising hereunder within thirty (30) days of initiating such discussions, or within forty (40) days after notice of the dispute, the Parties agree to resolve any such dispute through binding arbitration in accordance with the rules of the American Arbitration Association to take place in the District of Columbia, or if the Parties can agree, another location that is mutually convenient for both Parties.
- D. Waiver of Jury Trial. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THIS AGREEMENT.
- E. Entire Agreement. The Agreement and these Terms and Conditions, constitutes the entire agreement between the Parties with respect to the purchase and sale of SRECs and supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those expressed herein.
- F. Non-Waiver. No waiver by any Party hereto of any one or more defaults by the other Parties in the performance of any of the provisions of the Agreement or these Terms and Conditions shall be construed as a waiver of any other default or defaults whether of a like kind or different nature. No failure or delay by any Party hereto in exercising any right, power, privilege, or remedy hereunder shall operate as a waiver thereof..
- G. Relationships of Parties. The Parties shall not be deemed to be in a relationship of partners or joint venturers by virtue of the Agreement or these Terms and Conditions, nor shall any Party be an agent, representative, trustee or fiduciary of any other Party. Neither Seller nor Buyer shall have any authority to bind the other to any agreement. This Agreement is intended to secure and provide for the services of each Party as an independent contractor.
- H. Further Assurances. The Parties agree to provide such information, execute and deliver any instruments and documents and to take





such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of the Parties.

I. Severability. Any provision of this Agreement declared or rendered invalid, unlawful, or unenforceable by any applicable governmental authority shall not otherwise affect the remaining lawful obligations that arise under this Agreement.

J. Forward Contract. The Parties acknowledge and agree that this Agreement and the transactions contemplated by this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code.

K. Attorneys' Fees. If a Party commences a legal proceeding against the other Party because of an alleged breach of such Party's obligations under this Agreement, each Party shall bear its own expenses, including applicable attorneys' fees, incurred in connection with the legal proceeding and any appeal thereof.

L. Electronic Contracting. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THE SOL SYSTEMS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. Sol Systems is not responsible for typographic errors.

ARTICLE IX. DEFINITIONS

"Buyer's Cost to Cover" means the positive difference, if any, between (a) reasonable costs actually incurred by Buyer to purchase the quantity of SRECs necessary to replace the SRECs due to Buyer under this Agreement but not delivered by Seller (including any additional reasonable transaction costs directly associated with such purchase), stated in \$/SREC, minus (b) the Purchase Price, stated in \$/SREC, multiplied by the quantity of SRECs replaced for the applicable period; provided that if the difference between clause (a) minus clause (b) is zero or negative, then Buyer's Cost to Cover shall be zero Dollars (\$0).

"Commercial Operation Date" means the first date on which the Project has received all required state and/or local approvals and/or permits necessary for its operation and delivery to the host site or electricity grid, as the case may be, and is physically delivering electricity to the grid, or in the case of solar thermal systems, physically delivering energy savings to the host site.

"Environmental Attributes" means any and all current or future credits, benefits, emissions reductions, environmental air quality credits, emissions reduction credits, renewable energy credits, offsets and allowances, attributable to the Project attributable to the generation, purchase, sale or use of metered output from or by the Project during the Term, howsoever entitled or named, resulting from the avoidance, reduction, displacement or offset of the emission of any gas, chemical or other substance, including without limitation any of the same arising out of legislation or regulation concerned with oxides of nitrogen, sulfur or carbon, with particulate matter, soot or mercury, or implementing the United Nations Framework Convention on Climate Change (UNFCCC) or the Kyoto Protocol to the UNFCCC or crediting "early action" emissions reduction, or laws or regulations involving or administered by the EPA's Clean Air Market's Division any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes, and any green tag reporting rights to such Environmental Attributes. For the avoidance of doubt, electrical power generated by the Project is not an Environmental Attribute.

"Operation Year" means any twelve (12) month period beginning on the same day and month of the Commercial Operation Date.

"Seller's Cost to Cover" means the positive difference, if any, between (a) the quantity of SRECs Buyer does not purchase for the applicable period multiplied by the Purchase Price and (b) the net proceeds realized by Seller (i) by the sale, if any, to a third Person of SRECs not taken or purchased by Buyer as required under this Agreement, less (ii) any additional reasonable transaction costs directly associated with such sale, if any; provided that if the difference between clause (a) minus clause (b) is zero or negative, then Seller's Cost to Cover shall be zero Dollars (\$0).





ATTACHMENT B - REGISTRATION CONSENT

I, [Name], hereby consent to the registration of the Project as a qualified renewable energy generator, and specifically as a solar energy generator, within multiple states, including the District of Columbia, Pennsylvania, Ohio or other states that may provide an opportunity to sell SRECs from the Project during the Term.

IF YOUR PROJECT IS ALREADY REGISTERED WITH A STATE(S) AS A QUALIFIED RENEWABLE ENERGY GENERATOR, PLEASE PROVIDE THE CERTIFICATION NUMBER(S) BELOW. PLEASE NOTE THAT SOL SYSTEMS DOES NOT PROCESS STATE REGISTRATIONS FOR DELAWARE AND NEW JERSEY. CUSTOMERS IN THESE STATES ARE REQUIRED TO PROVIDE THEIR CERTIFICATION NUMBERS FOR THESE STATES BELOW ON REGISTERING WITH SOL SYSTEMS.

| State | Certification Number |
|-------|----------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

IF YOUR PROJECT IS ALREADY REGISTERED WITH GATS, PLEASE PROVIDE THE CERTIFICATION NUMBER BELOW:

Customer Signature:

X _____

Name:

Address:

Phone:

Email:

Date:



The undersigned, on behalf of the Generator Owner ¹, represents to PJM Environmental Information Services, Inc. ("EIS") that:

1. I/we am/are the Generator Owner who holds legal title to the Generating Unit(s) designated below.
2. I/we the Generator Owner, (check one)
 - ☒ Hereby grant authority and permission to Account Holder, Sol Systems, LLC² to create and trade all Certificates associated with the following Generating Unit(s), which Certificates shall also be registered to the GATS account(s) of the Account Holder.
 - ☐ Hereby elect to create and trade all Certificates associated with the following Generating Unit(s) within my own GATS account.
3. I/we the Generator Owner further represents that I/we have not granted similar authority or permission to any other subscriber or account holder for use in the GATS or any similar system.
4. I/we, the Generator Owner, understand that this Consent supersedes any and all Consents that have been submitted prior to the date specified herein. Any and all prior Consents will be considered null and void and the assignment of rights terminated.
5. The assignment of rights that occurs within this Consent does not absolve the Generator Owner from upholding any contractual obligations that exist outside of GATS.
6. By executing this Consent, the Generation Owner represents it does not have any contractual obligations that would preclude the execution of this Consent.

| Generating Unit Name and Address Optional: [Generating Unit Size/System Size] | PJM MSET ID <u>or</u> EIA Plant Code and Generator Identifier (as applicable) |
|--|---|
| | |
| | |
| | |

GENERATOR OWNER³

X

Name:

Title: Generator Owner

Date:

Directions for Generator Owner's Consent

All information on this Generator Owner's Consent must be typed or neatly printed in blue or black ink as follows:

1. Fill in the Generator Owner's full legal name, i.e. ABC Domestic Energy Company, Inc.
2. If first checkbox selected, fill in the Account Holder's full legal name, i.e. ABC Domestic Energy Company, Inc. If Generator Owner is an individual who wishes to manage their own systems then select the second checkbox.
3. If Generator Owner is a corporation, partnership or other legal entity, this Consent must be executed by a company officer of the Generator Owner. If Generator Owner is an individual, this Consent must be executed by the individual.
4. Return the original, completed Consent to:

**GATS Administrator
c/o PJM Environmental Information Services, Inc.
2750 Monroe Avenue
Audubon, PA 19403-2497**

