

Solar Energy Management Service Agreement (EMSA)

WHY THIS DOCUMENT MATTERS

The EMSA outlines the key terms for installing, operating, and maintaining a solar energy system on a designated property. It details the responsibilities and commitments between the service provider and the property owner, including system maintenance, payment structure, and term duration.



Date: 03/01/2025

Introduction

This Solar Energy Management Service Agreement (“Agreement”) entered into between You and Us (collectively referred to as “Parties”), provides for energy generating solar panels (the “System”) to be engineered, designed, and installed at your Property by Installer. The System is owned, operated, and will be maintained by Us. In exchange for these Services, You agree to house the System on Your Property for twenty (20) years, unless this Agreement is terminated prior to, or extended, in accordance with the terms below. Annual service payments will be payable as provided in detail below. A detailed description of the System, along with other important terms and conditions are set forth below. This is a binding contractual Agreement. Please read all the information contained in this document along with exhibits and schedules thoroughly.

Key Terms

- We will procure the System and provide ongoing operational, maintenance, repair and related services at no additional cost to You during the Term while We own the System subject to the terms of this Agreement.
- The System will be 592.8 kW in size, with first year energy production expected to be 889,407 kWh/yr.
- The Annual Service Rate is \$62,626 for year 1, to increase 1.0% annually during the Term.

Provider

{{provider-company}}

{{provider-street}}

{{provider-city}}, {{provider-state}} {{provider-zip}}

Telephone: {{provider-phone}}

Email: {{provider-email}}

(together with its successors and assigns, “**We**,” “**Our**,” “**Us**,” or “**Provider**”)

Customer Name and Information

Young Family Athletic Center

{{customer-name}}

{{customer-street}},

{{customer-city}}, {{customer-state}} {{customer-zip}}

Email: {{customer-email}}

(together with its successors and assigns, “**You**,” “**Your**,” or “**Customer**”)

Solar Energy Engineering, Procurement, and Construction Company

EightTwenty Oklahoma, LLC

1825 N Walnut Ave,

Oklahoma City, Oklahoma 73105

Telephone: 405-256-2087 (OKC)

Contractor #095963

(“**Installer**” or “**EightTwenty**”)

Property Address

2201 Trae Young Drive

Norman, Oklahoma 73069

(“**Property**”)



Solar Energy Management Service Agreement

Article 1: Installation and System Description

- 1.1. **Introduction.** This Solar Energy Management Service Agreement (the “Agreement”) memorializes the agreement between the Parties relating to the procurement, service, and maintenance of the System. You represent that You own, directly or indirectly, the Property and that You desire to have a Solar Photovoltaic Generation System installed at the Property. You agree to house the System during the Term of this Agreement and to accept all of the energy produced by the System during the Term (“Energy Production”).
- 1.2. **Installation.** We have engaged Installer, an experienced solar energy, engineering, procurement, and construction company, to design and install the System. The System will be installed by Installer according to an installation agreement between Us and the Installer. We will purchase the System from Installer.
- 1.3. **Initial Design.** The initial design and engineering of the System results in, among other things, those System Characteristics attached hereto as Schedule 1.2.
- 1.4. **Change in System Parameters.** After the final System design, the initial parameters of the System Characteristics may change and We will revise the estimated energy production pursuant to Installer’s as-built specifications. We will document those changes in an amendment. You authorize Us to make corrections to the utility paperwork to conform to this Agreement or any amendments to this Agreement that we both sign.
- 1.5. **Alteration to Design.** Installer may decide, in its sole discretion, that it is necessary to alter the stated design of the System Characteristics in order to comply with utility company requirements, structural engineering requirements. Changes to the System Characteristics may also occur due to changes that occur at the Property. The design of the System Characteristics may also be altered at Your request, provided Installer consents to the requested change, and such consent will not be unreasonably withheld.
- 1.6. **Change Orders.** If a remedy to the original design requires substantial modification, Installer will submit a request in writing to You and the Provider summarizing all needed design changes, material additions and subtractions, and any additional cost (“Change Order”). If the cost to alter the System is so substantial as to render the installation of the System economically unviable, both You and the Provider retain the right to refuse the installation of the System and to terminate this Agreement.

Article 2: Term

- 2.1. **Initial Term.** We agree to provide the Services described in this Agreement, to You, for twenty (20) years (equal to 240 months), beginning on the day the System is in a condition to be used for its intended purpose (the “Interconnection Date”), unless this Agreement is otherwise terminated in accordance with the early termination provisions set forth in Article 8 (the “Initial Term”). Provider or Installer will notify You in writing when the System is ready to be turned on.
- 2.2. **Term Extension.** You may terminate the Agreement for any reason at the end of the Initial Term or any subsequent Term of the Agreement as provided in this Section 2.2.1. If no written notice is given, then there is one potential automatic Term extension.



- 2.2.1. If We believe Services may be appropriate based on the scope and scale of the project beyond the Initial Term, We may, but shall not be required to, provide Ninety (90) days written notice before the expiration of the Initial Term that it would be appropriate for the Agreement to continue for another ten (10) year term ("Extended Term"). Upon receipt of such notice, You will have until thirty (30) days prior to the expiration of the Initial Term to provide Us with written notice confirming or rejecting the extension (the "Confirmation Notice").
- 2.2.2. If You do not provide a Confirmation Notice before the expiration of the Initial Term as provided in Section 2.2.1, You will be deemed to have confirmed the extension and the Agreement will continue for the Extended Term.
- 2.2.3. The Agreement will terminate upon the expiration of the Extended Term unless this Agreement is otherwise terminated pursuant to this Agreement. The Initial Term and the Extended Term are each individually and collectively referred to herein as the "Term".
- 2.2.4. Any written notices described in this Section 2.2 may be made by electronic mail transmission as provided in Section 22.4.

Article 3: Conditions Precedent

- 3.1. As a condition precedent to our obligation to cause the System to be installed at the Property, and our agreement to provide the Services set forth herein, the following conditions must be met:
 - 3.1.1. Installer finalizing the design and engineering of the System.
 - 3.1.2. Due diligence required to confirm the suitability of the Property for the construction, installation, and proper operation of the System. In connection with this condition, You agree to permit the Installer, Provider, or their agents to access the Property to assess the Property. Installer or Provider will provide You with forty-eight (48) hours' notice prior to any physical inspection of the Property.
 - 3.1.3. Confirmation of all required zoning, land use and building permits. In connection with this condition, You agree to permit access to the Property to any person whose inspection of the System or Property is necessary to the permitting, zoning, interconnection, insurance assessment, environmental assessment, property value assessment, or other assessment of the System.
 - 3.1.4. Completion of any improvements, renovations, or changes reasonably required at or on the Property to facilitate the safe installation of the System, such as tree removal or roof repairs.
 - 3.1.5. Proof of adequate insurance covering the System.
 - 3.1.6. Proof that You are the fee simple owner of the Property or that You have authority to install the System on the Property.
 - 3.1.7. If Your Property is subject to any applicable third-party regulations or rules (including, but not limited to, any homeowner's association, design committee, historic preservation district, or any other organization whose approval is required in order to undertake modification to the Property), Your receipt of all approvals and required authorizations relating to the installation and ongoing operation of the System.



- 3.2. We may terminate this Agreement without liability if, in Our reasonable judgment, any of the above listed conditions will not be satisfied for reasons or have not been met within sixty (60) days of the Effective Date. If for any reason Your failure to perform any of the above-listed conditions causes harm to Us, We reserve the right to pursue all available legal remedies.

Article 4: Service Obligations

- 4.1. **Installation Services.** In accordance with this Agreement, We agree to the following:
- 4.1.1. Installation Coordination. We will coordinate the scheduling of the System installation and any other work that needs to be done to the System at a mutually convenient date and time for You and Installer.
 - 4.1.2. System Construction. We will ensure the System is constructed in accordance with all applicable laws, prudent electrical practices, the terms of this Agreement, and that once complete the System meets the System Characteristics. For purposes of this Agreement, the term "Prudent Electrical Practices" shall mean the practices, methods, and standards of professional care, skill, and diligence engaged in or approved by a significant portion of the electric power industry for solar energy systems of similar size, type, and design as the System that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with applicable law, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition.
 - 4.1.3. Installation Cleanup. We will ensure that the Property is cleaned up after Installation and restored to its preinstallation condition.
- 4.2. **System Operation.** We agree to operate the System in accordance with all applicable laws, prudent electrical practices, and the terms of this Agreement.
- 4.3. **Maintenance.** We agree to maintain, clean, or repair the System in accordance with all applicable law, Prudent Electrical Practices, during the Term of this Agreement. Maintenance services provided for herein include routine System service visits, as deemed necessary in Our sole discretion.
- 4.4. **Repairs.** During the Term, We agree to repair the System in accordance with all applicable laws and prudent electrical practices. In the event the System needs repair, We will cooperate with You and promptly arrange for System repairs at a date and time that is convenient for You. We will oversee repair work and ensure, to the best of our ability, that the repair work is completed in compliance with all applicable laws and then current, prudent electrical practices, with the goal of restoring the System as soon as reasonably practicable.
- 4.5. **Warranty.** As long as We own the System, We will maintain the Limited Warranty relating to the System as specifically set forth in this Agreement. As long as We own the System, We will be responsible for making any claims under the Limited Warranty and We will enforce the Limited Warranty to the fullest extent possible pursuant to Article 10.



- 4.6. **System Monitoring.** As long as we own the System, We will monitor the condition and performance of the System. We will notify You if We think the System is damaged or appears unsafe. We will also provide You with web-enabled monitoring equipment to accurately measure the amount of power the System delivers to You, provided you maintain high speed internet as agreed herein. The monitoring system will capture historical energy generation data over an internet connection and consists of hardware located on site and software hosted offsite. If the System is not operating within normal ranges, the monitoring will alert Us and We will remedy any material issues as promptly as reasonably possible. Any "hardware" monitoring equipment installed at the System by Us shall be considered a System component, and any of Your or Our obligations regarding the System shall fully extend to such monitoring equipment. The Monitoring requires a high-speed internet line to operate. If You do not have and maintain a working high-speed internet line, We will not be able to monitor the System and provide You with a performance guarantee or provide Monitoring. Further, if Monitoring is not operational, We will be required to estimate Your power usage as set forth in the Agreement.
- 4.7. **Accommodations for Property Repairs.** If You want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof or project site where the System is located), We will, as long as We own the System, temporarily remove the System, at Your expense, for repairs. You will need to provide storage space for the System, if any, during such time. After You have completed Your repair or improvement work, We will reinstall the System at Your expense.
- 4.8. **Accommodations for Moving.** Where permitted under this Agreement, as long as we own the System, We will work with You to move and reinstall the System to Your new Property. We will conduct an audit of Your existing Property and new property to determine if a move is commercially feasible. This audit will cost Two Hundred Fifty Dollars (\$250.00). If We determine, in our sole and absolute discretion, that a move is feasible, We will move the System at Your expense.

Article 5: Your Obligations

- 5.1. **Your Obligations.** During the Term, in addition to the Your obligations set forth in other sections of this Agreement, You agree to:
- 5.1.1. only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
 - 5.1.2. keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when it was installed;
 - 5.1.3. be responsible for preventing or remedying any condition at the Property that may affect the installation of the System (e.g. blocking access to project site, or removing a tree that is in the way);
 - 5.1.4. not remove any markings or identification tags on the System;
 - 5.1.5. allow Us, after provided reasonable notice, access to the System to inspect for proper operation as we determine, in our sole discretion, is necessary;
 - 5.1.6. refrain from taking any action that would cause the System not to operate as intended;
 - 5.1.7. prevent or remedy, as the case may be, any condition or circumstance that may cause (or is causing) the System not to operate as intended;
 - 5.1.8. undertake reasonable security measures to protect the System against theft;



- 5.1.9. notify Us promptly if you think the System is damaged or appears unsafe; if any part of the System is stolen; and prior to changing your power supplier;
 - 5.1.10. have a person with sufficient authority execute this Agreement and any necessary related documents;
 - 5.1.11. return any documents we send you for signature within seven (7) days of receiving them; and
 - 5.1.12. Maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s).
- 5.2. **No System Alterations.** You agree that as long as We own the System, You will not make any modifications, improvements, revisions or additions to the System or monitoring equipment, or take any other action that could void the System's Limited Warranty without Our prior written consent. Any modifications, improvements, revisions or additions to the System will become part of the System and shall be Our property.
- 5.3. **Access to System.** You agree to allow Us, Our contractors, agents, and employees access the Property as necessary for the purposes of installing, operating, repairing, removing and other required actions related to the System during daytime hours and with reasonable notice (i.e., 48 hours prior notice). However, in case of an emergency, We may access the Property at any time upon notice. During the time that We have access rights You shall ensure that Our access rights are preserved and shall not interfere with or permit any third-party to interfere with such rights or access.

Article 6: Required Payments

- 6.1. **Installation.** There are no installation costs for You.
- 6.2. **Service Rate.** Your annual service payment is \$62,626 ("Service Rate") with the Service Rate increasing 1.0% annually during the Term. The Service Rate payment shall be paid equal quarterly installments starting on the fifteenth (15th) day of the last month of each calendar quarter during Term. In the event that the Term begins or is terminated in a partial calendar quarter, the Service Rate shall be prorated based on the number of applicable days in the calendar quarter.

Article 7: Power Production Reconciliation

- 7.1. **Actual Versus Estimated Power Production.** It can be reasonably expected that, due to weather conditions and physical module degradation, actual power production measured will differ from that which is projected in this Agreement. During the Initial Term, if We find that actual System kWh production is less than the Guaranteed Energy Production for reasons neither Party can control, We will do one of two things at Our sole discretion (each individually and collectively a "Performance Reconciliation"):
- 7.1.1. Contract with Installer, or any other contractor, for the installation of additional equipment on the Property for the purpose of raising energy production to the Guaranteed Energy Production level. This additional service will come at no cost to You.



- 7.1.2. Alternatively, We may, in Our sole discretion, choose to reimburse You for an amount commensurate with the difference between actual Energy Production and Guaranteed Energy Production levels. For each percentage point that the sum of the actual Energy Production is below the Guaranteed Energy Production, the "Low Performance Compensation Amount" shall be one (1%) of the Annual Service Rate. Measurements made by the Provider to compare actual Energy Production with Guaranteed Energy Production will occur at the end of the first year of the Term of this Agreement.
- 7.2. **Effect of Events Outside Our Control.** We may, in measuring performance of System, adjust its actual performance to such a degree as to account for events outside of Our control, including, but not limited to, any Force Majeure Event, significant global and/or local climatic/environmental event, such as volcanic eruption(s), forest fire(s), unusually long periods of cloud cover (outside of standard weather patterns for the Property), or other event which impacts either solar irradiance or ambient temperature outside of Our control, shut-downs caused by You, and shut-downs of distribution or utility grid, or an occurrence whereby replacement parts, materials or services necessary for the System are unavailable or delayed and such unavailability or delay is not a result of Our acts or omissions. We will make these adjustments in accordance with standard, equitable, and reasonable expected production values and consider such estimates to actual measured values for the purposes of compliance with this Agreement. We shall, in the event of any disconnection of the System from its internet connection, estimate Energy Production in lieu of actual measurement until such time as the internet connection is restored.
- 7.3. **Estimated Production Adjustment.** If (i) the System is shut down for more than Three (3) full Twenty-Four (24) hour days cumulatively during the Term because of Your actions; or (ii) You take some action that significantly reduces the output of the System; or (iii) You do not trim Your trees or other vegetation to avoid foliage growth from shading the System; or (iv) the System is not reporting production to Us; or (v) the System is removed or replaced for Property renovations or repairs or re-roofing (if applicable); or the System is moved to Your new property; or (vi) there is loss, damage, theft, or destruction of the System, then We will reasonably estimate the amount of energy that would have been delivered to You during such System or reporting outages or reduced production periods through Prudent Electrical Practices, including, without limitation, through historical performance of the System ("Estimated Production") and shall consider Estimated Production as actual production for purposes of this Article 7.
- 7.4. **Utility Savings Notice.** Utility rates and rate structures are subject to change, as is your energy usage or consumption patterns. These changes cannot be accurately predicted and therefore we neither guarantee nor project any savings regarding your utility charges during the Term of this Agreement.

Article 8: Purchase Options

- 8.1. **End of Term.** At the end of the Term, You will have the right to purchase the System from Us. The purchase price for the System will reflect the Fair Market Value of the System as provided in Schedule 8.1.
- 8.2. **Early Termination Right.** In addition to Your option to purchase the System at the end of the Term, You have the right to terminate this Agreement ("Early Termination Right") or option to purchase the System prior to the end of the Term as detailed below. To exercise this right or option You need to give Us at least One (1) month's, but not more than Three (3) months' prior written notice. You have the following options to terminate this Agreement or purchase the System from Us:



- 8.2.1. Early Termination of Agreement at the end of year 6. At the end of the sixth (6th) year from the beginning of the Term, which is referred to as "Year 6", You have the right to terminate this Agreement. The Early Termination Fee You will pay shall equal the Fair Market Value as provided in Schedule 8.1. If You exercise Your right under this Section 8.2.1 You will be the owner of the System and We will not be obligated to remove the System.
- 8.2.2. Purchase when You sell Your Property. At any time after Year 6 You have the option to purchase the System when You sell Your Property and the price You will pay for the System will be the Fair Market Value of the System as provided in Schedule 8.1.
- 8.3. **System Sold As-Is.** Any purchase of the System shall be on an as-is, where-is basis, and We shall not provide any warranty or other guarantee regarding the performance of the System, provided, however, that We shall assign to You the Limited Warranty, if any, that are in effect as of the purchase, and which are assignable pursuant to their terms.

Article 9: Taxes

- 9.1. We shall be responsible for any income tax generated in connection with this Agreement.

Article 10: Limited Warranty

- 10.1. **Warranty.** Provider shall execute any System warranties offered to Provider (collectively, the "Limited Warranty"), when applicable, to the fullest extent possible. Provider will make available the details of any such Warranty upon Your request.
- 10.2. **Claims Under Warranties.** As long as We own the System, We will be responsible to make any and all claims under the Limited Warranty and We will enforce the Warranty to the fullest extent possible.
- 10.3. **Assignment of Warranty.** If You acquire the System pursuant to Article 8, We shall, to the extent permissible, assign to You the Limited Warranty at no additional cost to You.
- 10.4. **Exclusions and Disclaimer.** The Limited Warranty does not warrant any specific electrical performance of the System other than that described above. Snow or ice may accumulate on rooftops and on solar panels during snowstorms. Accumulated snow or ice may slide or fall, resulting in property damage or bodily harm. You acknowledge that We are not responsible for any such damage or harm. Further, the Limited Warranty does not apply to any lost energy production or any repair, replacement or correction required due to the following:
 - 10.4.1. Someone other than Us or Our approved service providers installed, removed, re-installed or repaired the System;
 - 10.4.2. Destruction or damage to the System or its ability to safely produce energy not caused by Us or Our approved service providers while servicing the System (e.g., if a tree falls on the System We will replace the System per the Agreement, but We will not repay You for power it did not produce);
 - 10.4.3. Your failure to perform, or breach of, Your obligations under the Agreement (e.g., You modify or alter the System);
 - 10.4.4. Your breach of the Limited Warranty, including Your being unavailable to provide access or assistance to Us in diagnosing or repairing a problem;



- 10.4.5. Any Force Majeure Event (as defined in Article 18 below);
- 10.4.6. Shading from foliage that is new growth or is not kept trimmed to prevent such shading;
- 10.4.7. Any System failure or lost production not caused by a System defect (e.g., the System is not producing energy because it has been removed to make roof or project site repairs or You have required Us to locate the inverter in a non-shaded area); and
- 10.4.8. Damage or loss to the System due to impact with falling objects thrown or dropped by a person.

EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. By signing this Agreement, You acknowledge and agree that the Limited Warranty identified herein is the sole guarantee of System performance. No other warranties expressed or implied, as to the merchantability, fitness for any particular purpose, condition, design, capacity, suitability, or performance of the System or its installation have been made. Provider and Installer, along with all representatives, agents, and beneficiaries of both parties disclaim and waive any warranty with respect to cost savings either stated or implied within this Agreement or any related document.

Article 11: Limitation of Liability

- 11.1. **Limitation of Liability.** THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

Article 12: Transfer



- 12.1. You understand and agree that We may, without Your consent but upon notice to You, sell, assign, or otherwise transfer the System and all our rights and responsibilities associated with this Agreement. Provided, however, that any successor or assignee of Provider to this Agreement must accept, in writing, all of Provider's obligations under this Agreement. In the event of the assignment of this Agreement by Provider, Your rights and responsibilities hereunder, will not change. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns.

Article 13: Site Lease

- 13.1. **Lease.** Customer hereby leases to Provider, and Provider hereby accepts from Customer in accordance with the terms hereof a lease of those portions of the Property useful for locating the System (the "Site"), for the sole purposes of installing, operating, and maintaining the System and uses ancillary thereto (the "Lease"). The Lease shall survive for a period of one hundred eighty (180) days following the expiration or termination of this Agreement. Without limiting the generality of the foregoing, and subject to the Provider covenants set forth herein, as a result of the Lease rights set forth herein, Provider has the right to:
- 13.1.1. Develop, erect, construct, install, replace, repair, relocate, remove, maintain, operate, and use the System, underground and aboveground electrical transmission and communications lines related to the operation of the System, electric transformers, telecommunications equipment, roads, meteorological towers and weather/solar measurement equipment, and related facilities and equipment;
 - 13.1.2. The right to capture and to convert any or all of the solar resources of the Site;
 - 13.1.3. The right to conduct, on the Site, environmental and meteorological studies as may be necessary to properly operate the System;
 - 13.1.4. The right of pedestrian and vehicular ingress, egress, and access over and across the Site;
 - 13.1.5. The right of subjacent and lateral support to whatever is necessary for the operation and maintenance of improvements on the Site and other property used in connection with improvements;
 - 13.1.6. The right to undertake any other activities, whether accomplished by Provider or a third party authorized by Provider, that are reasonably necessary, useful or appropriate to accomplish any of the purposes or uses of the Agreement set forth above.
- 13.2. **Use of Rights.** Provider shall exercise these Lease rights in a manner that minimizes inconvenience to Customer.
- 13.3. **Rent.** Apart from the provision of Services, and the sum of One Dollar (\$1.00) declared in hand, no other rent shall be due from Provider hereunder.
- 13.4. **Acknowledgments.** Customer covenants that it will notify Provider in writing if any third party obtains an interest in the Property including, without limitation, any lenders to Customer or holders of any liens or encumbrances on the Property. Customer also agrees that it will continue to carry appropriate Property insurance covering the Site.



- 13.5. **Recording of Memorandum.** At any time during the Term, Provider, in Provider's sole discretion, may cause You to sign a "Memorandum of Lease," substantially in the form attached hereto as Schedule 13.5. Provider may record such Memorandum of Lease in the registry or title records of the county or counties where the Property is located or other applicable government office. Such recordings, if any, shall be promptly discharged after the expiration or termination of this Agreement.

Article 14: Ownership of System, Tax Credits, Rebates

- 14.1. **System Ownership.** By signing this Agreement, You agree and acknowledge that the System is not a fixture, rather it is Our personal property under the Uniform Commercial Code. You agree that We have the right to file a UCC-1 financing statement ("UCC-1 Filing"), once the System is installed, that confirms Our interest in the System.
- 14.2. **Not a Contract to Sell.** You understand and agree that this Agreement is not a contract to sell the System to You. We own the System and all its parts, including any data generated from the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by Us, and shall at Your expense protect and defend Us against the same.
- 14.3. **Tax Credits and Rebates.** You understand and agree that any and all tax credits and other tax benefits, such as depreciation, are Our property and for Our benefit, usable at Our sole discretion. We understand and agree that any and all incentives, renewable energy credits, green tags, carbon offset credits, utility rebates or any other non-power attributes of the System are Your property and for Your benefit. You shall have the exclusive right to enjoy and use all such benefits, whether such benefits exist now or in the future. We agree to reasonably cooperate with You so that You may claim these incentives and benefits.
- 14.4. **Service Contract.** We both intend this Agreement to be a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code. You agree that as long as You have not exercised Your right to terminate this Agreement or Your purchase option pursuant to this Agreement that: (i) You have no right to operate the System; (ii) You will not bear any financial burden if the System fails to perform due to Our fault; (iii) You will not receive any financial benefit if the operating costs are less than the standards of performance or operation; and (iv) You will not have any options to buy the System at a fixed and determinable price other than as set forth herein, and We and You agree that any fixed purchase price set forth herein is reasonably expected not to be less than the fair market value of the System at the time the option is exercised.

Article 15: Indemnity

- 15.1. To the fullest extent permitted by law, both We and You shall indemnify, defend, protect, save and hold harmless the other party and the other party's employees, officers, directors, agents, successors, contractors, and assigns from any and all third-party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature ("Claims") arising out of, connected with, relating to or resulting from the indemnifying party's gross negligence or willful misconduct; provided, that nothing herein shall require either party to indemnify the other party for any Claims to the extent arising out of, connected with, relating to or resulting from the indemnified party's gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.



Article 16: Selling Property, Transferability, System Removal

- 16.1. **Selling Your Property.** If You sell Your Property You can purchase the System as provided for in Section 8.2.2, or upon our written consent, You can elect to:
- 16.1.1. Transfer this Agreement and the Service Rates, if any. The person/entity buying the Property (the "Property Buyer") can sign a transfer agreement assuming all of Your rights and obligations under this Agreement; or
- 16.1.2. Move the System to Your new property. Where permitted by the utility(s), the System can be moved to Your new property pursuant to Section 4.8. You will need to provide the same rights to Us as provided for in this Agreement and provide any third-party consents or releases required by Us in connection with the substitute property and meet other relevant requirements of Article 3 that We may determine applicable in our sole discretion.
- 16.1.3. Notice Required: In case of electing either of the above options, You agree to give Us at least thirty (30) days but not more than Three (3) months prior written notice if You want someone to assume Your Agreement obligations. In connection with this assumption, You, Your Property Buyer and We shall execute a written transfer of this Agreement.
- 16.2. **Default.** If You sell the Property and do not comply with any of the options above, You will be in default under this Agreement.
- 16.3. **Transferability.** This Agreement is free of any restrictions that would prevent the Property owner from freely transferring the Property. We will not prohibit the sale, conveyance or refinancing of the Property. We may choose to file a UCC-1 Filing that preserves Our rights in the System. The UCC-1 Filing is intended only to give notice of Our rights relating to the System and is not a lien or encumbrance against the Property. We shall explain the UCC-1 Filing to any subsequent purchasers of the Property and any related lenders as requested. We shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Property.
- 16.4. EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.
- 16.5. **System Removal.** Provider will remove, or caused to be removed, the System from the Property within One Hundred Eighty (180) days after (i) the end of the Term at no cost to You, provided You are not in default of this Agreement; or (ii) the termination of this Agreement at Your cost and expense as a result of Your default under this Agreement. We will return the project site (and/or roof as applicable) as close as is reasonably possible to its original condition before the System was installed (e.g. ordinary wear and tear and color variances due to manufacturing changes are excepted). You agree to reasonably cooperate with Us in removing the System, given at least forty-eight (48) hours' notice, including providing necessary access, space, and storage, and We will reasonably cooperate with You to schedule removal in a time and manner that minimizes inconvenience to You.

Article 17: Insurance, Damage to System



- 17.1. **Property Insurance.** Provider shall maintain in full force and effect throughout the Term, with an insurance company with an A.M. Best rating of A-VII or better, property insurance covering risk of loss or damage to the System and in an amount equal to its functional replacement cost but not less than the value of the system as set forth in the purchase agreement between Provider and Installer. THE POLICY SHALL INCLUDE COVERAGE FOR THEFT AND, WHERE APPLICABLE, COVERAGE FOR EARTHQUAKE, FLOOD, HAIL, AND WIND and shall name Provider as loss payee. IF ANY DAMAGE TO OR LOSS OF THE SYSTEM IS CAUSED BY AN UNINSURED PERIL, PROVIDER SHALL NOT BE OBLIGATED TO REPAIR OR REPLACE THE SYSTEM PURSUANT TO THIS AGREEMENT. Upon request, the Provider shall furnish current certificates of insurance evidencing the insurance required hereunder. The Parties hereby acknowledge that as of the Effective Date, the policy shall be provided by Brightwell Capital Partners, LLC. So long as the insurance coverage is maintained, the Provider shall cause both the Provider and the Customer to be listed as an additional insured under the insurance policy. The Provider shall provide the Customer with at least Thirty (30) days' prior written notice of amendment or cancellation of this policy.
- 17.2. **Loss or Damage to System.** We will retain title to and be the legal and beneficial owner of the System and the System shall remain Our personal property and shall not attach to or be deemed a part or fixture of the Property. We may file one or more precautionary financing statements in jurisdictions We deem it appropriate with respect to the System in order to protect Our rights in the System.
- 17.3. **Gross Negligence.** Unless You are grossly negligent or You intentionally damage the System, We will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this Agreement, no loss, damage, theft or destruction will excuse You from Your obligations under this Agreement, including the Service Rates, if any.
- 17.4. **No Fault.** If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and You are not in default under this Agreement, You shall continue to timely make all Service Rate payments and pay all other amounts due under the Agreement and cooperate with Us, at Our sole cost and expense, to have the System repaired pursuant to the Terms of this Agreement.
- 17.5. **Total Destruction.** Upon the total damage, destruction, or loss of the System, or, in the reasonable opinion of the insurance provider, the System is determined to have experienced a constructive total loss, We shall repair or replace the System absent an agreement in writing between You and Us not to do so, by using the insurance proceeds with respect to the System as quickly as possible. If You and Us jointly agree not to proceed with any repair or replacement work, (i) You and Us together may elect to terminate this Agreement and the termination shall be effective immediately upon delivery of the notice and (ii) any difference between such amount and the insurance proceeds shall be owed to Us.
- 17.6. **General Liability and Excess Liability.** The Parties hereby acknowledge that as of the Effective Date, general liability and excess liability insurance in relation to the System shall be provided by Brightwell Capital Partners, LLC. So long as this insurance coverage is maintained, the Provider shall cause both the Provider and the Customer to be listed as an additional insured under the insurance policy. The Provider shall provide the Customer with at least Thirty (30) days' prior written notice of amendment or cancellation of this policy.

Article 18: Force Majeure



- 18.1. **“Force Majeure”** means an unusual, unexpected and significant event: (i) that was not within the control of the Party claiming its occurrence; (ii) that could not have been prevented or avoided by such Party through the exercise of reasonable diligence; and (iii) that prohibits or prevents such Party from performing its obligations under this Agreement. Under no circumstances shall Force Majeure include (a) any occurrence or event that merely increases the costs or causes an economic hardship to a Party, (b) any occurrence or event that was caused, in whole or in material part, by the Party claiming the Force Majeure, (c) Provider's ability to sell the energy at a price greater than that set out in this Agreement, or (d) Customer's ability to procure the energy at a price lower than that set out in this Agreement. In addition, a delay or inability to perform attributable to a Party's lack of preparation, a Party's failure to timely take the actions necessary to obtain and maintain all necessary permits, a failure to satisfy contractual conditions or commitments, or lack of or deficiency in funding or other resources shall each not constitute a Force Majeure.
- 18.2. If Force Majeure prevents a Party from fulfilling any obligations under this Agreement, the Party affected by Force Majeure (**“Affected Party”**) shall promptly notify the other Party, either in writing or via the telephone, of the existence of such Force Majeure. The notification must specify in reasonable detail the circumstances of the Force Majeure, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure until such Force Majeure ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure cannot be mitigated by the use of commercially reasonable efforts. The Affected Party will use commercially reasonable efforts to resume its performance as soon as possible. If a Party claims it is delayed in, or prevented from performing or carrying out any of the agreements, covenants and obligations under this Agreement by reason of claiming Force Majeure for a period of (i) 120 consecutive calendar days or longer or (ii) a total of 240 calendar days in any 12-month period, then the Party not claiming Force Majeure may terminate this Agreement and neither Party shall have any liability to the other as a result of such termination, provided, however, that Customer shall pay Provider for energy sold prior to such termination.

Article 19: Defaults and Remedies

- 19.1. **Default.** A default under this Agreement occurs in any one of the following circumstances:
- 19.1.1. A Party fails to make any payment when it is due and such failure continues for a period of Fourteen (14) days following written notice by the non-default party;
 - 19.1.2. A Party fails to perform any material obligation, including the obligation for insurance, and such failure continues uncured for a period of fourteen (14) days after written notice thereof by the non-defaulting Party;
 - 19.1.3. You assign, transfer, encumber, sublet or sell this Agreement or any part of the System without Our prior written consent, which consent shall not be unreasonably withheld; or
 - 19.1.4. A Party or any guarantor makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against it a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.



- 19.2. **Our Remedies if You default.** If You are in default, We may take any one or more of the following actions. We will give You notice and wait any period of time required before taking any of these actions, as required by law. We may:
- 19.2.1. terminate this Agreement.
 - 19.2.2. take any reasonable action to correct Your default or to prevent Our loss; any amount We pay will be added to the amount You owe Us and will be immediately due;
 - 19.2.3. require You, at Your expense, to return the System or make it available to Us in a reasonable manner;
 - 19.2.4. proceed, by appropriate court action, including but not limited to seeking injunctive relief in the event a monetary default, to enforce performance of this Agreement and to recover damages for Your breach;
 - 19.2.5. disconnect, turn off or take back the System by legal process or self-help, but We may not disturb the peace or violate the law;
 - 19.2.6. report such non-operational status of the System to Your utility, informing them that You are no longer net metering;
 - 19.2.7. charge You a reasonable reconnection fee for reconnecting the System to Your utility or turning Your System back on after We disconnect or turn off the System due to Your default; or
 - 19.2.8. You agree to repay Us for any reasonable amounts We pay to correct or cover Your default. You also agree to reimburse Us for any costs and expenses We incur relating to the System's return resulting from early termination due to Your default. By choosing any one or more of these remedies, We do not give up Our right to use another remedy. By deciding not to use any remedy should this Agreement be in default, Our action is not a waiver of Our right to use that remedy in case of a subsequent default.
- 19.3. **Your remedies if We default.** If We are in default, You have the right to terminate this Agreement upon Thirty (30) days' written notice. We shall have the obligation to remove the System pursuant to Section 16.5.

Article 20: Dispute Resolution and Arbitration

- 20.1. **Non-Monetary Default.** The following forms of alternative dispute resolution, namely mediation and arbitration, are not required in the event of a monetary default of the Agreement. Should You fail to make any payments when due under this Agreement, We reserve the right to file legal action in a court with competent jurisdiction at which point We may seek injunctive relief, among other things.



- 20.2. **Mediation.** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OKLAHOMA. ANY DISPUTES ARISING UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING AN ALLEGATION OF BREACH THEREOF, AND ANY DISPUTES ARISING OUT OF OR RELATING TO THE RELATIONSHIP CREATED BY THE AGREEMENT, AND ANY DISPUTES AS TO THE RIGHTS AND OBLIGATIONS OF THE PARTIES, (A “DISPUTE”) SHALL BE FIRST SUBMITTED TO NON-BINDING MEDIATION IN OKLAHOMA CITY, OKLAHOMA, WITH THE EXCEPTION OF ANY DISPUTE RELATING TO MONETARY DEFAULT AS NOTED ABOVE. IF THE DISPUTE CANNOT BE SETTLED BY MEDIATION, EITHER PARTY MAY GIVE THE OTHER PARTY AND THE MEDIATOR A WRITTEN NOTICE TERMINATING THE MEDIATION PROCESS, AND THE DISPUTE WILL THEN BE RESOLVED BY ARBITRATION AS SET FORTH HEREINAFTER. ALL CONFERENCES AND DISCUSSIONS THAT OCCUR IN CONNECTION WITH THE MEDIATION CONDUCTED UNDER THIS AGREEMENT WILL BE DEEMED SETTLEMENT DISCUSSIONS. EACH PARTY WILL BEAR ITS OWN COSTS OF MEDIATION, AND ANY COSTS PAYABLE TO THE MEDIATION SERVICE OR THE MEDIATOR WILL BE SHARED EQUALLY BY THE PARTIES.
- 20.3. **Arbitration.** PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. UPON CONCLUSION OF AN UNSUCCESSFUL MEDIATION, A DISPUTE, INCLUDING THE ARBITRABILITY OF DISPUTES BETWEEN THE PARTIES, SHALL BE FULLY RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE OKLAHOMA UNIFORM ARBITRATION ACT AND/OR THE FEDERAL ARBITRATION ACT, ANY ARBITRATION BETWEEN THE PARTIES WILL BE GOVERNED BY THE THEN CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE “RULES”). IN THE EVENT OF CONFLICT BETWEEN THE RULES AND THE PROVISIONS OF THIS AGREEMENT, THE PROVISIONS OF THIS AGREEMENT SHALL CONTROL. EXCEPTIONS/CLARIFICATIONS OF THE RULES INCLUDE: (I) THE PROCEEDINGS SHALL BE CONDUCTED BY A SINGLE, NEUTRAL ARBITRATOR TO BE SELECTED BY THE PARTIES, OR, FAILING THAT, APPOINTED IN ACCORDANCE WITH THE RULES, (II) THE SUBSTANTIVE LAW OF THE STATE OF OKLAHOMA SHALL APPLY, AND (III) THE AWARD SHALL BE CONCLUSIVE AND BINDING WITH NO FURTHER CHALLENGE OR APPEAL. A DEMAND FOR ARBITRATION SHALL BE FILED NOT LATER THAN ONE (1) YEAR AFTER THE DISPUTE ARISES OR THE CLAIM ACCRUES, AND FAILURE TO FILE SAID DEMAND WITHIN THE ONE (1) YEAR PERIOD SHALL BE DEEMED A FULL WAIVER OF THE CLAIM. THE PARTIES AGREE THAT ANY PRE-ARBITRATION PROCEEDINGS (DISCOVERY) WILL BE LIMITED TO: 10 INTERROGATORIES AND 10 REQUESTS FOR PRODUCTION ISSUED TO THE OPPOSING PARTY; 2 INDIVIDUAL DEPOSITIONS PER PARTY; THE DEPOSITION OF ONE EXPERT DESIGNATED BY THE OPPOSING PARTY; UNLIMITED SUBPOENA POWER FOR THIRD PARTY DOCUMENTS.) THE PLACE OF THE ARBITRATION HEREIN SHALL BE OKLAHOMA CITY, OKLAHOMA. BOTH PARTIES AGREE TO BE FULLY AND FINALLY BOUND BY THE ARBITRATION AWARD, AND JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES AGREE THE ARBITRATION FEES SHALL SPLIT BETWEEN THE PARTIES AND THE PARTIES SHALL BEAR THEIR OWN COSTS OF RETAINED LEGAL COUNSEL AND ANY PRE-ARBITRATION MEDIATION PROCEEDINGS AND/OR DISCOVERY THEY UNDERTAKE.

Article 21: Representations and Warranties



- 21.1. As a material inducement to entering into this Agreement, each Party (or the Party specified, as applicable), with respect to itself, represents and warrants to the other Party throughout the Term:
- 21.1.1. No Consents or Other Authorizations. To the knowledge of each Party, it has or will obtain when required all regulatory authorizations necessary for it to perform its obligations under this Agreement and no consents of any other Party and no act of any other governmental authority is required in connection with the execution, delivery and performance of this Agreement other than those which it has or will reasonably seek to obtain.
- 21.1.2. Due Authorization; No Violation. The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a Party.
- 21.1.3. Due Diligence. It is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party hereto in so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and risks of this Agreement.

Article 22: Miscellaneous Provisions

- 22.1. **Privacy/Publicity.** You grant Us the right to publicly use, display, share, and advertise the photographic images, Project details, and any other identifying information of Your Project.
- 22.2. **Confidentiality.** The Parties consider the terms of this Agreement to be sensitive commercial information. Accordingly, the Parties shall not disclose the terms of this Agreement to any third party unless and to the extent required to make such disclosure by action of a court or other government authority or applicable law. Each Party shall only disclose the terms this Agreement and other confidential information received from the other Party to (i) those of its employees, consultants, authorized representatives, and attorneys having a “need to know” in order to carry out their functions in connection with this Agreement and (ii) to prospective lenders and investors and other prospective purchasers of solar energy who agree to maintain the confidentiality of the information disclosed.
- 22.3. **Waivers.** Any waiver at any time by any Party of its rights with respect to the other Party or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any other prior or subsequent default or matter.
- 22.4. **Notices.** Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication sent by overnight courier, or (iv) on the day such notice or communication is sent by electronic mail transmission on the day of receipt if delivered (as indicated by delivery confirmation of the sender) by 5:00 p.m. Central time, or on the next following business day if delivered after 5:00 p.m. Central time. A Party may, for the purposes of this Agreement, change its address, email, or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant hereto. Notices shall be sent as follows:


Notices to Customer shall be sent to:

Young Family Athletic Center
 {{customer-name}}, {{customer-title}}
 {{customer-street}},
 {{customer-city}}, {{customer-state}} {{customer-zip}}
Phone: {{customer-phone}}
Email: {{customer-email}}

Notices to Provider shall be sent to:

{{provider-company}}
 {{provider-name}}
 {{provider-street}}
 {{provider-city}}, {{provider-state}} {{provider-zip}}
Phone: {{provider-phone}}
Email: {{provider-email}}

With copies to:
With copies to:

Resolution Legal Group
 Attn: Russell Wantland
 1214 N. Hudson Ave.
 Oklahoma City, OK 73103
Phone: 405.235.6500
Email: Russell@ResolutionLegal.com

Notices shall be deemed to have been received, and shall be effective, upon receipt. Notices of changes of address by either Party shall be made in writing no later than ten (10) calendar days prior to the effective date of such change; provided, however, that any failure hereof shall not be deemed an event of default or other grounds for termination of the Agreement.

- 22.5. **Governing Law.** All disputes arising out of the performance or non-performance under this Agreement shall be construed in accordance with the laws of the State of Oklahoma, notwithstanding any laws requiring the application of the laws of another state. The Parties agree that sole and exclusive jurisdiction and venue for any action or litigation arising from or relating to this Agreement shall be an appropriate federal court located in the State of Oklahoma, provided that such court has jurisdiction. Absent such federal jurisdiction, the Parties agree that sole and exclusive jurisdiction and venue for any action or litigation arising from or relating to this Agreement shall be an appropriate state court located in the State of Oklahoma.
- 22.6. **Headings Not to Affect Meaning.** The descriptive headings used for the various articles and sections herein have been inserted for convenience and reference only and shall in no way affect the meaning or interpretation, or modify or restrict any of the terms and provisions hereof.
- 22.7. **No Consent to Violation of Law.** Nothing contained herein shall be construed to constitute consent or acquiescence by either Party to any action of the other Party which violates the laws of the United States as those provisions may be amended, supplemented or superseded, or which violates any other law or regulation, or any order, judgment or decree of any court or governmental authority of competent jurisdiction.
- 22.8. **Relationship to the Parties.** Nothing contained in this Agreement shall be construed to create an association, joint venture, partnership or any other type of entity or relationship between Provider and Customer, or between either or both of them and any other Party.
- 22.9. **Third-Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties hereto, and



nothing therein will be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a Party hereto.

- 22.10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and parol or extrinsic evidence shall not be used to vary or contradict the express terms hereof.
- 22.11. **Amendment.** This Agreement shall be amended or modified only by the mutual written agreement of both Provider and Customer.
- 22.12. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all related documents may be executed and delivered by electronic mail or other electronic signature by any of the parties to any other party and will be deemed original signatures. Electronic copies of this Agreement shall constitute and be deemed an original copy of this Agreement for all purposes, provided that such electronic copies are fully executed, dated, and identical in form to the original hard copy version of this Agreement. The receiving party may rely on the receipt of such document so executed and delivered by electronic mail or other electronic means as if the original had been received.
- 22.13. **Material Adverse Change.** If the federal government or any state government adopts, enacts, or otherwise imposes a new law, rule or regulation which either makes a Party's performance under this Agreement unlawful, or makes this Agreement unenforceable, and such governmental action does not constitute a Force Majeure event hereunder, then the Parties shall negotiate in good faith to amend the terms of this Agreement and to determine the appropriate changes, if any, so that the Party affected by such change in law or regulation is able to lawfully perform its obligations without materially adversely affecting the financial benefit hereunder to the other Party.
- 22.14. **Further Assurances.** In furtherance of the terms and provisions hereof, the Parties agree to collaborate in good faith in order to achieve the performance by each other of their respective obligations hereunder, including by executing and delivering such documents and instruments as reasonably requested by either Party.
- 22.15. **Pricing and Terms.** The pricing and terms in this Agreement are valid for forty-five (45) days from the date on Page 1. If You do not sign this Agreement and return it to Us on or prior to Forty-five (45) days after the date on Page 1, We reserve the right to reject this Agreement.



Agreed to as of the date set forth above.

Customer

Young Family Athletic Center

By:

Name:

Title:



Agreed to as of the date set forth above.

Provider

{{provider-company}}

By:

Name:

Title:



Schedule 1.2

System Characteristics

The System characteristics will include the following, or substantially similar characteristics:

- A. Producing a nameplate capacity of 592.8 kW DC and 889,407 kWh in the first year ("Estimated Energy Production").
- B. The guaranteed minimum production during the Term are the amounts shown in the table below, which represent 90% of the expected energy production for each respective year. ("Guaranteed Energy Production")

| Year | Estimated Annual Energy Production (kWh) | Guaranteed Annual Energy Production (kWh) |
|------|--|---|
| 1 | 889,407 | 800,466 |
| 2 | 884,960 | 796,464 |
| 3 | 880,535 | 792,482 |
| 4 | 876,132 | 788,520 |
| 5 | 871,751 | 784,577 |
| 6 | 867,392 | 780,654 |
| 7 | 863,055 | 776,751 |
| 8 | 858,740 | 772,867 |
| 9 | 854,446 | 769,003 |
| 10 | 850,174 | 765,158 |
| 11 | 845,923 | 761,332 |
| 12 | 841,693 | 757,525 |
| 13 | 837,485 | 753,737 |
| 14 | 833,298 | 749,968 |
| 15 | 829,132 | 746,218 |
| 16 | 824,986 | 742,487 |
| 17 | 820,861 | 738,775 |
| 18 | 816,757 | 735,081 |
| 19 | 812,673 | 731,406 |
| 20 | 808,610 | 727,749 |
| 21 | 804,567 | 724,110 |
| 22 | 800,544 | 720,489 |
| 23 | 796,541 | 716,887 |
| 24 | 792,558 | 713,303 |
| 25 | 788,595 | 709,736 |
| 26 | 784,652 | 706,187 |
| 27 | 780,729 | 702,656 |
| 28 | 776,825 | 699,143 |
| 29 | 772,941 | 695,647 |
| 30 | 769,076 | 692,169 |



- C. The inclusion of all wiring, subcomponents, labor, and incidental materials necessary to produce power as listed above.
- D. The inclusion of all equipment required for You and Provider to monitor system performance. Customer agrees that Provider reserves the right to monitor system performance by any means deemed reasonable for the purposes of determining its own compliance with the System's production guarantee, as provided in paragraph (a) above. This may include such measures as electronic monitoring of consumption and production.

Should Installer determine that, for any reason, the original design of the System is no longer suitable for installation on the Property, then Installer will make reasonable efforts to modify the System to suit the Property and to ensure that the System's characteristics remain substantially similar to those identified above.



Schedule 8.1

Fair Market Value of the System

The purchase price for the System will reflect the Fair Market Value of the System at the time as determined by a neutral third party chosen by Us at Your expense.



Schedule 13.5

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the Memorandum”), dated this 1st day of March, 2025, by and between {{customer-name}} (the “Landlord”), and {{provider-name}} (hereinafter referred to as “Tenant”), with an address of {{provider-address-full}}.

RECITALS

WHEREAS, Landlord is the fee simple owner of a certain tract of land more particularly described in Exhibit A, attached hereto and hereby incorporated herein (the “Property”), located in the County of {{project-county}}, State of Oklahoma;

WHEREAS, Landlord has entered into a certain Lease Agreement, with Tenant, relating to the Property, which is for a term of twenty (20) years and includes the right of Provider to install, operate, monitor, and maintain on the Property a solar system owned by Tenant (the “System”);

WHEREAS, Landlord has leased to Tenant the portion the Property wherein the System is maintained (the “Site”). The Site is more fully described on Exhibit A attached hereto and hereby incorporated herein; and

The Landlord and Tenant desire to execute this Memorandum to give public record notice of the Lease Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease to be delivered and effective as of the day and year first written above.

| | |
|---|---|
| <p>“Landlord”</p> <p>By: _____</p> <p>Name: Printed _____</p> <p>Title: _____</p> | <p>“Tenant”</p> <p>By: _____</p> <p>Name: Printed _____</p> <p>Title: _____</p> |
|---|---|



ACKNOWLEDGMENT

STATE OF _____)

) ss.

COUNTY OF _____)

THIS MEMORANDUM OF LEASE was acknowledged before me on this ____th day of ____20__,

by _____.

(SEAL) _____

NOTARY PUBLIC

My Commission Expires: _____

My Commission Number: _____

ACKNOWLEDGMENT

STATE OF _____)

) ss.

COUNTY OF _____)

THIS MEMORANDUM OF LEASE was acknowledged before me on this ____th day of ____20__,

by _____.

(SEAL) _____

NOTARY PUBLIC

My Commission Expires: _____

My Commission Number: _____



Exhibit A to Memorandum of Lease

[Insert Legal Description]

[Insert Depiction of Site Plan]