**SOLAR POWER PURCHASE AND SALE AGREEMENT**

**This Solar Power Purchase and Sale Agreement** ("**Power Purchase Agreemen**t") is entered into as of \_\_\_15 December 2015\_\_\_\_\_\_\_, ("**Effective Date**") by and between SJ Solar LLC , a Colorado limited liability company with an address of 2995 Baseline Road, Suite 310. Boulder, CO 80303-2318 ("**Seller**") and Saint John’s Episcopal Church , a Colorado nonprofit corporation with an address of 1419 Pine St, Boulder, Colorado 80301 ("**Buyer**") (each also referred to as a "**Party**") for the production and sale of solar generated electricity produced at 1419 Pine St, Boulder, Colorado 80301 , as more particularly set forth in Exhibit A (the "**Premises**") and Exhibit D (the “**Property**”).

WHEREAS, **Seller** desires to construct and install an electricity grid-connected photovoltaic, solar power system with a total expected generating capacity of 25.29kW DC (the “**Solar System**”), to be located on the rooftop of the building owned by **Buyer** at 1419 Pine St, Boulder, Colorado 80301 (the “**Building**”), which rooftop is to be leased from **Buyer** for the purpose of supplying and selling to **Buyer** all the electricity generated by the **Solar System**; and

WHEREAS, **Seller** intends to sell to Public Service Company of Colorado, d/b/a Xcel **Energy** the Renewable **Energy** Credits (“**REC**s” as more particularly defined below) produced by the **Solar System** pursuant to a SO-REC Purchase Agreement (Exhibit F) which has been entered into between **Seller** and Xcel **Energy**, and which is attached hereto and incorporated herein by reference.

Now, therefore, in consideration of the covenants, agreements and promises made herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

**ARTICLE I *I* DEFINITIONS, LOCATION, TERM, SALE OF ENERGY**

1.1 **Definitions**. As used in this Power Purchase Agreement, in addition to other terms defined in this Power Purchase Agreement, terms defined in Exhibit C shall have such meaning when used in this Power Purchase Agreement.

1.2 **Location**. **Seller**'s **Solar System,** to be located on the **Building** on the **Property**, which will produce solar generated electrical energy (the "**Energy**"), measured in kilowatt-hours ("**kWh**"), will be designed, developed, constructed, owned, and operated by **Seller**. Subject to the terms of this Agreement, **Buyer** grants to **Seller** a license to construct, operate and maintain the **Solar System** on the **Building** for the **Term** in accordance with the **License Agreement** attached as Exhibit D to this Agreement and incorporated herein by reference.

1.3 **Term**. The Term (the **''Term''**) of this Power Purchase Agreement shall be for six (6) years and shall begin as of the **Commercial Operation Date,** as defined in paragraph 4.1 in this document. The Term shall expire on the last day of the month in which the sixth anniversary of the **Commercial Operation Date** occurs.

1.4 **Sale of Energy**. **Seller** represents and warrants to **Buyer** that Xcel **Energy** has approved **Seller**’s sale of electricity to **Buyer** hereunder. Commencing as of the **Commercial Operation Date**, the **Solar System** shall generate **Energy** and deliver the same to the Interconnection Point. Throughout the **Term**, **Seller** will sell to **Buyer,** and **Buyer** will purchase from **Seller,** **Energy** at the **Energy Price** and in the quantity agreed to in Exhibit B of this agreement.

**ARTICLE II / SELLER'S RIGHTS, DUTIES AND OBLIGATIONS**

2.1 **Construction and Installation of Solar System. Seller**, at its sole expense, will cause the **Solar System** to be designed, engineered, installed and constructed in accordance with Good Utility Practices. **Seller** shall have the primary responsibility for preparing applications and obtaining all permits licenses and approvals required for the performance of work under this Agreement

2.2 **Providing Monitoring, Metering and Billing**. **Seller** will provide all monitoring, metering, billing, invoicing and administrative services necessary to fulfill **Seller**'s duties under this Power Purchase Agreement, including, but not limited to, installation and maintenance of a utility grade kilowatt-hour meter for the measurement of **Energy** provided to **Buyer**. **Seller** shall continuously monitor the meter to assure efficiency of the system.

2.3 **Ownership of SRECs, Environmental Attributes and Environmental Incentives**. At all times, **Seller** shall have 100% of all right, title and interest in and to all SRECs, Green Tags, Green Tag Reporting Rights, Environmental Incentives and other items of whatever nature relating to Environmental Attributes and Environmental Incentives of the **Solar System**.

2.4 **Seller Is Solar System Owner and Operator**. **Seller** is the sole legal and beneficial owner and the operator of the **Solar System**, which **Solar System** may be upgraded or replaced with similar or dissimilar technology, in **Seller**'s sole discretion; provided that any new construction on the Building shall be subject to review and approval of **Buyer**.

2.5 **Maintenance of the Solar System**. **Seller** will be responsible for the operation and maintenance of the **Solar System**, in accordance with Good Utility Practices, at **Seller**'s sole cost and expense. **Seller** and **Buyer** shall notify the other party within twenty-four hours following the discovery of any material malfunction in the operation of the **Solar System** or an interruption in the supply of solar services. **Seller** will commence repair of the malfunctioning system and restore the supply of **Energy** as soon as reasonably possible after notice or upon its own discovery of a malfunction.

**ARTICLE III *I* BUYER'S RIGHTS, DUTIES AND OBLIGATIONS**

3.1 **Accept Energy**. **Buyer** shall accept the delivery of **Energy** produced by the **Solar System** at the **Energy Price** and quantity then specified by this Power Purchase Agreement and the Exhibits thereto. **Buyer** will maintain its connection and service contract(s) with Xcel **Energy**, or any successors thereto, so that **Buyer** can, upon any suspension or interruption of delivery of **Energy** from the **Solar System**, provide the **Premises** with its full requirements for electricity.

3.2 **Provide Access to the Premises and the Solar System**. **Buyer** shall provide or assist **Seller** in obtaining convenient access to and from the **Solar System** necessary or appropriate to permit **Seller** to perform construction, inspections, maintenance, repairs, replacements, improvements and/or upgrades to all or any part of the **Solar System**.

3.3 **Assistance With Interconnection, Permits and Licenses**. At the **Seller**'s sole cost, the **Buyer** will use commercially reasonable efforts to assist the **Seller** and cooperate with the **Seller**, as

 necessary, to acquire and maintain approvals, permits, and authorizations related to the construction, operation, maintenance, repair, upgrading and/or replacement of the **Solar System**.

3.4 **Protect Solar Access**. **Buyer** shall not take actions, or allow others to conduct activities at the **Premises**, that cause shading of the **Solar System** to an extent that impairs or reduces the **Energy** output of the **Solar System**.

3.5 **Environmental Attributes and Environmental Incentives Belong to the Seller**. **Buyer** acknowledges that any Environmental Attributes, Environmental Incentives, Green Tag Reporting Rights, rights to Green Tags, SRECs and the value thereof belong exclusively to the **Seller**. Any Environmental Attributes or Environmental Incentives and/or any other such benefits which are initially credited or paid to the **Buyer** will be assigned by the **Buyer** to the **Seller** without delay. Upon transfer of title of the **Solar System** to **Buyer** any remaining Environmental Attributes, Environmental Incentives, Green Tag Reporting Rights, rights to Green Tags, SRECs and the value thereof transfer to **Buyer**.

3.6 **Notice to Premises Lienholders and Release**. **Buyer** will use reasonable commercial efforts to give effective notice of the **Seller**'s ownership of the **Solar System** and the **Solar System**'s status as personal property to all parties having an interest in or Lien, as defined herein, upon the real property and fixtures which are part of the **Premises**.

3.7 **Taxes, Fees and Charges**. **Buyer** is responsible for paying all sales, use and other taxes, tariffs, charges, levies, assessments and fees, either now in effect or put into effect at some later date due to the production and/or sale of the **Energy**, if same are imposed by a utility company and/or governmental entity. **Seller** shall be responsible for all taxes assessed on the ownership and use of the **Solar System** or improvements related to the **Solar System**

3.8 **Notice of Damage**. The **Buyer** will immediately notify the **Seller** of any physical conditions or other circumstances the **Buyer** becomes aware of that indicate there has been or might be damage to or loss of the use of the **Solar System**.

3.9 **Avoidance of Liens on the Solar System**. **Buyer** will not knowingly allow any Lien on or with respect to the **Solar System**. If the **Buyer** becomes aware of a Lien on the **Solar System** the **Buyer** will promptly give the **Seller** written notice of such Lien and will take such action as is necessary or appropriate to have the Lien discharged and removed.

**ARTICLE IV *I* ACCEPTANCE TESTING, METERING, INVOICING AND PAYMENT**

4.1 **Solar System Acceptance Testing**. The **Seller** will conduct one or more tests on the **Solar System** during construction to confirm the operation of the **Solar System**. Commercial operation will begin after **Seller** certifies to **Buyer** that the system is operational, and all permits and licenses required to be obtained in connection with the operation of the **Solar System** have been obtained and are in effect, and **Buyer** has entered into an Interconnection Agreement with Xcel **Energy**. The **Commercial Operation Date** will be the third (3rd) day following the **Seller**'s delivery of notice to the **Buyer** that the **Solar System** is ready for commercial operation and the other conditions have been met.

4.2 **Metering of Delivery**. **Seller** shall measure the amount of **Energy** supplied to **Buyer** at the Point of Delivery using a commercially available revenue grade metering system. Such meter shall be installed and maintained at **Seller**'s cost. **Buyer** shall cooperate with **Seller** to enable **Seller** to have reasonable access to the meter as needed to inspect, repair and maintain such meter.

4.3 **Payment for Energy Delivered**. The **Seller** will invoice the **Buyer** for **Energy** delivered within ten (10) Business Days after the end of the prior billing period. Each invoice will set out the amount of **Energy** delivered in **kWh** during the prior billing period and the **Energy Price** then applicable, and the amount then due. Payments posted ten (10) days after the due date shall be considered late and shall bear interest of .5%/ month on the unpaid balance.

**ARTICLE V *I* FORCE MAJEURE**

5.1 Neither the **Seller** nor the **Buyer** will be liable to the other in the event it is prevented from performing its obligations hereunder in whole or in part due to an event of Force Majeure. The party rendered unable to fulfill any obligation by reason of a Force Majeure shall take all action necessary to remove such inability with all due speed and diligence. The nonperforming party will be prompt and diligent in attempting to remove the cause of its failure to perform, and nothing herein shall be construed as permitting that party to continue to fail to perform after said cause has been removed.

**ARTICLE VI *I* DEFAULT, REMEDIES AND TERMINATION**

6.1 **Buyer Default**. If (i) **Buyer** fails to pay any amounts due **Seller** pursuant to this Power Purchase Agreement and such breach remains uncured for fifteen (15) Business Days following notice of such breach to the **Seller** or (ii) **Buyer** breaches any material term of this Power Purchase Agreement, and such breach continues for thirty (30) days from written notice of such breach, or (iii) **Buyer** refuses to sign authorizations needed to obtain any Environmental Attributes or Environmental Incentives within 15 days of receipt thereof, or purposefully breaches any term of an interconnection agreement required for interconnection of the **Solar System**, ((i) (ii) and (iii) each an "**Event of Default**") then, provided that such **Event of Default** has occurred and is continuing, **Seller** may terminate this Power Purchase Agreement by providing written notice to **Buyer** of such termination with the date of termination set forth in such notice of termination, which date shall not be less than 30 days from the date of notice. In addition to any other remedy hereunder or at law or in equity, (i) **Seller** may cease the provision of **Energy** from the **Solar System** to **Buyer**, and (ii) **Seller** may enter any part of the Building and recover and/or remove any or all of the **Solar System**.

6.2 **Seller Default.** If (i) **Seller** breaches any material term of this Power Purchase Agreement, and such breach continues for thirty (30) days from written notice of such breach then, provided that such **Event of Default** has occurred and is continuing, **Buyer** may terminate this Power Purchase Agreement by providing written notice to **Seller** of such termination with the date of termination set forth in such notice of termination, which date shall not be less than 30 days from the date of notice. In the event of a termination by **Buyer** under this section, **Buyer** shall have the option to purchase the **Solar System** for a termination value to be determined by the parties or to require **Seller** to recover and remove the **Solar System** from the Building.

6.3 **Termination** .

A. **By Seller:** Once the system is placed in service the **Seller** may terminate the Power Purchase Agreement on thirty (30) days written notice to **Buyer**, without further liability, for the following reasons:

* In the event Xcel **Energy** or Xcel **Energy**’s successors and/or assigns cease to and/or no longer buy the Renewable **Energy** Credits (REC) from the **Seller**.
* If any portion of the **Premises** shall be damaged or destroyed by fire or other casualty or is taken or condemned for a public or quasi-public use (a "Casualty') and the **Buyer** determines that the System can no longer be maintained and operated as it was originally intended to do so, in the **Seller**'s sole discretion.
* The **Buyer** is in default under the terms of Section 6.1 and the **Seller** reasonably determines that the **Buyer** is no longer acting in good faith to fulfill its obligations in this Agreement.

B. **By Buyer:** If the **Buyer** vacates 100% of the **Premises** as defined in Exhibit A, **Buyer** will not be required to purchase the **Energy** and may terminate this agreement.

**ARTICLE VII *I* LIMITATION OF LIABILITY AND WARRANTIES**

7.1 **SELLER** REPRESENTS AND WARRANTS TO **BUYER** THAT THE **SOLAR SYSTEM** WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE MANUFACTURER’S PUBLISHED SPECIFICATIONS THEREFORE; AND THE ACQUISITION, INSTALLATION AND MAINTENANCE SERVICES PERFORMED BY **SELLER** IN CONNECTION WITH THS **SOLAR SYSTEM** SHALL BE PERFOMRED IN A PROFESSIONAL WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS POWER PURCHASE AGREEMENT RELATING TO INDEMNIFICATION OBLIGATIONS OF THE **SELLER** AND THE **BUYER**, NEITHER **SELLER**, NOR **BUYER** SHALL BE LIABLE TO THE OTHER OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS POWER PURCHASE AGREEMENT, OTHER THAN INDEMNITY OBLIGATIONS WITH RESPECT TO THIRD-PARTY CLAIMS. NOTWITHSTANDING ANY PROVISION OF THIS POWER PURCHASE AGREEMENT TO THE CONTRARY, **SELLER**'S MAXIMUM LIABILITY TO THE **BUYER**, EXCEPT INDEMNITY OBLIGATIONS IN RESPECT OF PERSONAL INJURY OR PROPERTY DAMAGE, UNDER THIS POWER PURCHASE AGREEMENT SHALL BE LIMITED TO THE DIFFERENCE BETWEEN THE ENERGY PRICE THE **BUYER** WOULD PAY UNDER THIS POWER PURCHASE AGREEMENT AND THE **BUYER**'S REPLACEMENT ENERGY COST.

**ARTICLE VIII *I* ASSIGNMENT**

Except as provided below, **Buyer** may assign its rights or delegate its duties under this Power Purchase Agreement, or any part of such rights or duties, with the written consent of **Seller**, which consent will not be unreasonably withheld. **Seller** may assign its rights and interest in this Power Purchase Agreement without the consent of **Buyer** to any person or entity that agrees in writing to assume **Seller**'s duties and obligations under this Power Purchase Agreement.

**ARTICLE IX *I* INDEMNIFICATION / INSURANCE**

9.1 **Indemnification**. Each Party hereto agrees that it will indemnify and hold harmless the other Party and the other Party’s hereto permitted successors' and assigns' and their respective subsidiaries, directors, officers, members, shareholders and employees (collectively, the "**Indemnified Parties**") from and against any and all damages and expenses incurred by the **Indemnified Parties** arising from or out of any claim against the other Party by any third person that an injury or death, or a loss or damage to property was caused by the indemnifying Party, or any agent, subcontractor or component supplier of the indemnifying Party.

9.2 **Insurance**. **Seller** will provide **Buyer** with reimbursement for the cost of insuring replacement of the **Solar System** due to weather or other unforeseen events. **Buyer** will maintain liability insurance for the property including any injury or damage caused by the **Solar System**.

**ARTICLE X / MISCELLANEOUS**

10.1 **Entire Agreement; Amendments**. This Power Purchase Agreement, together with the Exhibits attached hereto, constitutes the entire agreement and understanding between the **Seller** and the **Buyer** with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof. No amendments to this Agreement shall be enforceable unless made in writing and signed by all parties.

10.2 **Addresses for the Delivery of Notices**. Any notice required, permitted, or contemplated hereunder shall be in *writing,* by certified *mail,* or by *email,* and shall be addressed to the Party to be notified at the address set forth in the cover sheet of this Power Purchase Agreement or at such other address or addresses as a Party may designate from time to time by notice hereunder.

10.3 **Consent to Collateral Assignment**. **Seller** shall have the right to assign this Power Purchase Agreement as collateral for financing or refinancing of the **Solar System**, and the **Buyer** consents to the collateral assignment by the **Seller** to a lender of the **Seller**'s right, responsibility, title and interest in and to this Power Purchase Agreement. In addition, **Buyer** shall in good faith work with **Seller** and **Seller**'s lender and execute documents reasonably requested by lender evidencing the collateral assignment of this Power Purchase Agreement.

10.4 **No Partnership or Joint Venture**. **Seller**, and the agents and employees of **Seller**, in the performance of this Power Purchase Agreement, shall act in an independent capacity from the **Buyer**. This Power Purchase Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Power Purchase Agreement).

10.5 **Solar System Property of Seller: Transfer of Property**. **Buyer** acknowledges and agrees that **Seller** is the exclusive owner and operator of the **Solar System**, that no portion or component of the **Solar System** is a fixture, and the **Solar System** may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered (individually and collectively, a "**Transfer**") with the fee interest or leasehold rights to the **Property** (except those leasehold rights granted hereunder). **Buyer** shall give **Seller** at least thirty (30) days written notice prior to any **Transfer** of all or any portion of the **Property** identifying the transferee, the portion of Property to

be transferred and the proposed date of **Transfer**. Nothing in this paragraph shall preclude **Buyer** from pledging its interest in the **Property** as collateral for a loan.

10.6 **Assignment**. Either Party shall have the right to assign any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, provided that such assignee agrees in writing to be bound by all of the terms and conditions of this Agreement. Following any assignment, (a) the non-assigning Party shall recognize and attorn to the assignee and (b) the assignor shall be automatically released from any and all liabilities and/or obligations arising hereunder from and after the effective time of such assignment to the extent assumed in writing by the assignee. At the request of any Party seeking such an assignment, the other Party shall execute such instruments as are reasonably requested by the assignor Party to confirm any such assignment.

10.7 **Exculpation**. Notwithstanding anything to the contrary, no personal liability, recourse, action or proceeding shall be had or brought under any circumstance to or against any director, officer, member, shareholder, partner, principal, beneficiary, agent or representative of either Party.

10.8 **Governing Law**. This Power Purchase Agreement is governed by and shall be interpreted in accordance with the laws of the State of Colorado. Any controversy or claim arising out of, or relating to, this Agreement, or to the making, performance, or interpretation thereof, shall be tried in a court of competent jurisdiction in the State of Colorado. **EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS POWER PURCHASE AGREEMENT**

**IN WITNESS WHEREOF,** the Parties have caused this Power Purchase Agreement to be duly executed as of the day and year first above written.

**Seller**: SJ Solar, LLC

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

Printed name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­\_\_\_\_\_\_

Title: \_

**Buyer**: St John’s Episcopal Church

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

Printed name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A - DESCRIPTION OF PROPERTY AND PREMISES**

**Premises**. As used herein, the term "**Premises**" means, collectively, (a) the area of the roof of the **Building** underneath the **Solar System** to be located at 1419 Pine Street, Boulder, Colorado upon which solar panels are attached, excluding only those portions of the roof which, as of the date hereof, contain penetrations or on which equipment or other improvements are currently located (including, but not limited to, skylights, roof drains, parapet walls, venting equipment and HVAC equipment) and reasonable access to such equipment and/or improvements, (b) the area outside of and adjacent to the Building shown on Exhibit A-I, (c) reasonable space in the utility room(s) in the Building, or outside walls of the building, sufficient to install and operate inverters, combiner boxes, meters, monitoring systems and the like, (d) reasonable room in the Building (including, but not limited to, and risers and feeders from time to time located in the Building) to run wires, conduits, junction boxes, and the like and other parts of the **Solar System**, and (e) reasonable space on, over and/or under the Property to connect the **Solar System** to the electrical grid at the street, if such connection does not already exist or ceases to exist. **Seller** and its employees, contractors, vendors, **Licensee**s and invitees shall (x) have access to the Building, including, but not limited to, the roof and utility room, at all times and may conduct its business thereon whenever lawfully permitted, and (y) have access to and use of any and all utilities servicing the Building necessary or desirable to install, use, maintain, repair, replace and, if agreed upon by both parties, relocate any part of the **Solar System**, and **Seller** shall pay the direct cost from the utility company for **Seller**'s use of such utilities. **Buyer** shall *also* provide **Seller** with reasonable staging areas at the Property within reasonable proximity to the Building to facilitate installation, construction, reconstruction, renovation, repair, removal and/or relocation of the **Solar System** from time to time. **Buyer** or agents of **Buyer** may, at any time, access the roof of the Building to inspect, maintain, repair or alter the roof or any property of **Buyer** thereon; provided, however, that **Buyer** shall not (and shall not allow any other party to) move, remove, upset, disturb or otherwise handle any of the **Solar System** except to the extent that it is necessary to take such action in order to prevent imminent damage to tangible property or personal injury, in which event **Buyer** shall notify **Seller** as soon as practicable of the emergency event and the actions taken by or on behalf of **Buyer**. Furthermore, construction, modification, operation, repair, replacement and maintenance of **Seller**’s installations shall be coordinated with, and approved by, the **Seller** prior to commencing such action so as not to interfere with the **Buyer**’s normal programs and operations at, and, in the **Premises**.

A copy of Custom Solar’s system design will be attached to this document as Exhibit A - 1 which will further highlight those areas which will be known as the **Premises** in this Agreement

Replace this page with Custom Solar’s final system design overview

**EXHIBIT B - ENERGY PRICING AND FUTURE PURCHASE PRICE**

1. **ENERGY PRICING**

The **Buyer** shall purchase the electricity it receives from the **Solar System** at the following rate:

$450.00 per month

This rate will remain in effect for years one through six of this agreement.

The following data were used to arrive at the **Energy** Pricing rate:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Month end date** | **Energy Used (kWh)** | **Actual Xcel Energy Electric cost** | **Effective Rate ($/kWh)** | **Est. Solar Energy Production (kWh)**  | **Energy Value**  |
| August-15 | 9120 | $1,593.70  | $0.175  | 4009 | $701  |
| July-15 | 7840 | $1,519.04  | $0.194  | 3990 | $773  |
| June-15 | 5600 | $1,113.86  | $0.199  | 4004 | $796  |
| May-15 | 5440 | $847.64  | $0.156  | 3738 | $582  |
| April-15 | 5120 | $835.12  | $0.163  | 3530 | $576  |
| March-15 | 8800 | $1,156.83  | $0.131  | 2367 | $311  |
| February-15 | 8640 | $1,086.69  | $0.126  | 2212 | $278  |
| January-15 | 10240 | $1,200.86  | $0.117  | 2100 | $246  |
| December-14 | 10560 | $1,317.75  | $0.125  | 2244 | $280  |
| November-14 | 6240 | $1,076.48  | $0.173  | 2995 | $517  |
| October-14 | 6240 | $1,330.49  | $0.213  | 3435 | $732  |
| September-14 | 8480 | $1,917.26  | $0.226  | 3859 | $872  |
|   |   |   |   |   |   |
| Total | 92320 |  $ 14,995.72  | $0.162  | 38483 | $6,666  |

The **Energy** Pricing rate was calculated using the data with the intent to have a $5,400 per year cost of electricity at the current levels of electricity usage. This $5,400 rate represents a 22% discount over the rate paid for the 12 months representing that data.

**Buyer** will purchase **Energy** from the **Seller** on the same calendar month basis used by
Xcel **Energy**.

It will be the **Seller’**s responsibility to invoice **Buyer** for any **Energy** consumed from the **Solar System** by **Buyer** during the month. Invoices are due to **Buyer** within 10 calendar days following the end of the month, or on a schedule agreed in writing by the **Buyer** and **Seller**.

**Buyer** is responsible for the purchase from Xcel **Energy** of usage beyond the energy generated by the **Solar System**.

In the event the **Seller** accumulates energy credits (kilowatt Hours) due to generating more energy than **Buyer** purchases, these credits will be purchased by the **Buyer** in any months when **Buyer** usage exceeds **Solar System** generation. **Seller** will be responsible for tracking energy credits, and reporting these on a monthly basis to **Buyer**. Ownership of energy credits is with the **Seller**.

The **Buyer** will be responsible for any demand charges and/or service charges related to the service it maintains with Xcel **Energy**.

1. **FUTURE PURCHASE PRICE**

After the expiration of this agreement, **Buyer** agrees to purchase the system from **Seller** for the sum of  **$62,000**  (the “**Buyout Amount**”). Payment in full will be made by check made out to **SJ Solar LLC** and delivered to the address for notice to SJ Solar LLC as per section 10.2 of the Solar Power Purchase and Sale Agreement within 5 days after expiration of this agreement.

Upon transfer of title for the **Solar System** to **Buyer**, any remaining energy credits will transfer to the **Buyer** at no cost to the **Buyer**.

For purposes of this contract, the Minimum Required Output (MRO) of the **Solar System** is 30,000 KWH annually, with a 0.5% solar panel degradation per year for each year of operation. At the conclusion of this agreement, a final calculation will be done to determine if subpar performance of the **Solar System** should reduce the buyout amount. The final calculation will be as follows:

(Actual kWh’s produced in the last 12 months) / (MRO kWh’s for year 6) = Performance Ratio

If the Performance Ratio is less than one, then the modified **Buyout Amount** will be equal to the Performance Ratio X $62,000.

If the Performance Ratio is greater than or equal to one, the **Buyout Amount** will be the amount listed at the beginning of this section.

**EXHIBIT C - DEFINITIONS**

"**Environmental Attributes**" means any and all environmental, power source, and emission characteristics, credits, reductions, offsets, allowances, and benefits, howsoever entitled, directly or indirectly attributable to the generation of electricity from the **Solar System**.

"**Environmental Incentives**" include, but are not limited to, (i) federal, state, or local tax credits associated with the construction, ownership, or production of electricity from the **Solar System**; (ii) any other financial incentives in the form of credits, reductions, or allowances associated with the PV System applicable to a local, state, or federal income taxation obligation; and (iii) grants or subsidies for which the **Solar System** may be eligible. Environmental Incentives do not include Environmental Attributes or Green Tag Reporting Rights.

"**Force Majeure**" means any act or event that delays or prevents a Party from timely performing obligations under this Power Purchase Agreement or from complying with conditions required under this Power Purchase Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided or mitigated by, and is beyond the reasonable control of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance. Force Majeure may include without limitation: an act of God or the elements, site conditions, extreme or severe weather conditions, fire, terrorism, lightning, civil disturbance or strike or other labor difficulty caused or suffered by a Party or any third party beyond the reasonable control of such Party. However, financial cost alone or as the principal factor shall not constitute grounds for a claim of Force Majeure.

**“Good Utility Practices”** means, as of any date of determination, the practices, customs, methods, and acts that, in the exercise of reasonable judgment in light of the facts known or that should reasonable have been known as of such date, would have been reasonably expected to achieve the desired result in a manner consistent with all applicable law, regulation, permits, codes, standards, manufacturer’s or supplier’s recommendations and specifications. Without limited the generality of the foregoing, “Good Utility Practices” shall be deemed to include the then-prevailing practices, customs and methods generally engaged in approved and/or prescribed by the renewable energy generation industry, the Western Electricity Coordinating Council and/or North American Electric Reliability Corporation.

"**Governmental Authorities**" means the United States of America, the State, local governmental authorities and agencies and any political subdivision thereof and any agency, department, commission, board, court or instrumentality thereof.

"**Green Tag**" means a commercially recognized unit representing the value or amounts of Environmental Attributes.

"**Green Tag Reporting Rights**" means the right of a green tag **Buyer** to report the ownership of accumulated green tags in compliance with federal, state or local law, if applicable, to a federal, state Or local agency or any other party at the green tag **Buyer**'s discretion. Such rights include, without limitation, any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program.

**“Interconnection Agreement”** means that certain Interconnection Agreement to be entered into by and between Public Service Company of Colorado, d/b/a Xcel **Energy**, and the **Buyer**, attached hereto as Exhibit E.

**“Interconnection Point”** means the point where the **Solar System** is interconnected to **Buyer**'s electrical inter-tie.

"**Law**" means any applicable law, statute, regulation, rule, regulation, decision, writ, order, decree or judgment, or any interpretation thereof, promulgated or issued by Federal, State, municipal, local and administrative authorities.

**“Minimum Required Output”** means the estimated performance efficiency of the photovoltaic panels as defined in Exhibit B.

"**Solar Renewable Energy Credit**” **or "REC**" or "**SREC**" represents the Environmental Attributes associated with the production of **Energy** by the **Solar System**.

"**State**" means the State of Colorado.

**EXHIBIT D - LICENSE AGREEMENT**

THIS LICENSE AGREEMENT is made this **\_15th\_** day of \_\_**December 2015**\_\_, by and between the **St John’s Episcopal Church** , a Colorado nonprofit corporation, herein referred to as "**Licensor”** or **“Buyer**," and **SJ Solar LLC**  , a Colorado limited liability company, herein referred to as "**Licensee**" or “**Seller**” (whether grammatically singular or plural).

 WITNESSETH That:

The term "**Seller**" shall include employees, agents and contractors of **Seller**.

The term "**Property**" as used herein refers to as the roof area described in the Exhibit A of the **Solar Power Purchase and Sale Agreement** herein referred to as the "**Buyer** **Property**."

The parties to this Agreement have entered into that certain Solar Power Purchase and Sale Agreement, dated as of **\_\_\_\_\_\_15 December 2015\_\_\_\_\_\_\_\_\_\_**, by and between **Buyer** and **Seller** hereinafter referred to as the “**Solar Services Agreement**.”

The **Buyer**, by these presents, and subject to the covenants hereinafter set forth, does hereby authorize the **Seller**, its successors and assigns to construct, operate, maintain, repair and replace: a solar photovoltaic array on the rooftop of the building at 1419 Pine St, Boulder, Colorado, as described in Exhibit A of the Solar Services Agreement (the “**Site**”) all situated in Boulder County, State of Colorado at the location described in Exhibit A, attached hereto and made a part hereof by reference.

1. **CONSTRUCTION REGULATIONS**

Any construction initiated under this License shall comply with and conform to the Rules and Regulations promulgated by the City of Boulder and any and all state statutes.

1. **COMPLETION AND CLEANUP**

The **Seller** shall complete its installation, clear the area of all construction debris and restore the area to its pre-existing condition as nearly as may be possible within forty-five (45) days from the date of commencement of construction. In the event clearing and restoration of the area is not completed within the time specified, the **Buyer** may complete the work at the sole expense of the **Seller**.

1. **RESTORATION OF FACILITIES**

All **Buyer** facilities which are disturbed by the construction of **Seller’s** installation shall, within the time prescribed in paragraph headed COMPLETION AND CLEANUP hereof, be restored to a condition satisfactory to **Buyer**. **Buyer** facilities disturbed by the reconstruction, maintenance, modification, operation, repair or replacement of **Seller’s** facilities shall be restored by **Seller** to a condition satisfactory to the **Buyer** as soon as practicable, but in no event later than forty-five (45) days following the disturbance of **Buyer** facilities by **Seller**. If restoration is not accomplished by the **Seller** within the time specified, the **Buyer**, at its election, may perform such restoration at **Seller’s** expense. **Seller** shall conduct all construction, modification, operation, repair, replacement and maintenance of its installations in such a manner that the **Buyer** at all times shall have full and complete access to its property.

1. **CARE AND REPAIR OF CUSTOMER FACILITIES**

**Seller** will use all reasonable means to prevent any loss or damage to **Buyer** or to others resulting from the construction, modification, replacement, repair, operation and maintenance of **Seller’s** installation. Furthermore, construction, modification, operation, repair, replacement and maintenance of **Seller’s** installations shall be coordinated with, and approved by, the **Buyer** prior to commencing such action so as not to interfere with the **Buyer’s** normal programs and operations at, and, in the premises.

1. **INSURANCE REQUIREMENTS**

**Buyer** shall maintain at all times the amount and type of insurance required under the terms of the Solar Services Agreement. **Seller** will reimburse **Buyer** for insurance costs incurred for the coverage of replacement of the **Solar System** should it be damaged by weather, fire, or other unforeseen event.

1. **INDEMNIFICATION**

**Seller** shall defend, indemnify and hold harmless **Buyer**, its officers, employees and agents, in accordance with the provisions of the Solar Services Agreement.

1. **EXPENSES TO BE BORNE BY SELLER**

All work authorized by this License shall be performed by the **Seller** at no expense to the **Buyer** and, except as otherwise set forth herein, **Seller** shall own and maintain its installation thereafter.

1. **REVOCATION AND REMOVAL**

If the **Seller** does not use the right herein granted on its installation for a period of one (1) year, or if **Seller** shall at any time fail or refuse to comply with or carry out any of the conditions of this License, the **Buyer** may, at its election, revoke this License forthwith by written notice to the **Seller** in person or by mail or by email at **Seller’s** last-known address. Upon termination of the License, the **Seller** shall have one hundred eighty (180) days to remove its installation from the **Buyer’s** property. In the event **Seller** does not remove said installation within the time allowed, the **Buyer** may remove said installation at **Seller’s** expense without liability to **Seller**.

This Agreement shall be effective during the **Term** of the Solar Services Agreement and shall terminate pursuant to the provisions of the Solar Services Agreement.

1. **ABANDONMENT**

Upon abandonment of any right or privilege herein granted, the right of **Seller** to that extent shall terminate, but its obligation to indemnify and save harmless the **Buyer**, its officers, employees and agents, shall not terminate in any event.

1. **SPECIAL CONDITIONS**

This License is subject to the foregoing conditions and to the following special conditions:

This License Agreement is subject to the terms and conditions of the Solar Services Agreement. In the event of a conflict between the terms and conditions of this Agreement and the Solar Services Agreement, the terms and conditions of the Solar Services Agreement shall govern.

This License Agreement shall be construed in accordance with the laws of the state of Colorado.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

|  |  |
| --- | --- |
| **Licensor/Buyer: St John’s Episcopal Church** | **Licensee/Seller: SJ Solar LLC**  |
|   |   |
| By: | By:  |
| Printed Name:  | Printed Name:  |
| Date: | Date: |
| Title: Rector | Title: Managing Member |

**EXHIBIT E - INTERCONNECTION AGREEMENT**

**EXHIBIT F - SO-REC Purchase Agreement**