

FILED
AUG - 1 2014
MARY JO SPINO
COUNTY CLERK

Res. 18554


SOLAR LEASE AND EASEMENT AGREEMENT

This Solar Lease and Easement Agreement (as it may be amended from time-to-time, this "Agreement"), dated as of the "Effective Date", is by and between ("LESSOR") its successors and assigns, and ("LESSEE"), as such parties are described in the Summary Information Sheet, attached hereto and incorporated hereby. LESSOR and LESSEE may be referred to hereinafter individually as a "Party," or collectively as the "Parties."

WHEREAS, LESSOR desires to lease to LESSEE, and LESSEE desires to lease from LESSOR, a grid-connected photovoltaic, solar electric generating system ("Solar System") for the Site; and

WHEREAS, the LESSEE is the owner or lessee of the Site; and

WHEREAS, the LESSEE desires to grant to LESSOR a non-exclusive access easement to LESSOR to access the Site for installation and maintenance of the Solar System; and

WHEREAS, all necessary construction services, including but not limited to, engineering, equipment and material procurement, construction management, and construction relating to the Solar System will be performed and provided for by LESSOR, or its agents or assigns in accordance with the terms set forth herein.

WHEREAS, the parties wish to characterize this Agreement for income tax purposes as a services contract under Section 7701(e) of the Internal Revenue Code of 1986.

NOW, THEREFORE, in consideration of the promises and the mutual benefits from the covenants hereinafter set forth, LESSOR and LESSEE agree as follows:

1. Definitions

"Access Easement" has the meaning given in Section 3.

"Additional Term" has the meaning given in Section 9.

"Buyout Period" means the period of time LESSEE may purchase the Solar System for price specified in the Summary Information Sheet.

"Buyout Value" has the meaning given to it in Section 11 and the amount specified in the attached Summary Information Sheet.

"Commercial Operations" will begin on the day in which the entire Solar System can be operated on a sustained basis and LESSOR is in receipt of all approvals, signoffs and permits required by any governmental authorities and the LESSEE's Local Utility for the generation of solar energy.

"Commercial Operations Date" shall be the first day of the calendar month immediately following the date upon which the Solar System begins Commercial Operations. In the event the Solar System begins Commercial Operations on the first day of a calendar month such date shall be the Commercial Operations Date. LESSOR shall provide LESSEE not less than three (3) Business Days prior notice of the Commercial Operations Date.

"Delivery Point" means the delivery point of solar electricity produced by the Solar System within the Site's electrical system on LESSEE's side of the Site's utility meter.

"Due Date" has the meaning given in Sections 2(b)(i) and 13.

"Energy Output" means the total quantity of all actual net energy generated by the Solar System (measured in kW) and delivered to the Delivery Point, in any given period of time. Energy Output does not include the Environmental Incentives or Environmental Attributes.

"Environmental Attributes" means the characteristics of electric power generation at the Solar System that have intrinsic value, separate and apart from the Energy Output, arising from the perceived environmental benefits of the Solar System or the Energy Output, including but not limited to all environmental and other attributes that differentiate the Solar System or the Energy Output from energy generated by fossil-fuel based generation facilities, fuels or resources, characteristics of the Solar System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of

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mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the Solar System or the compliance of the Solar System or the Energy Output with the law, rules and standards of any utility, state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes.

"Environmental Incentives" means all rights, credits (including tax credits), rebates, grants, solar renewable energy credits, benefits, reductions, offsets, and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the Solar System or the Energy Output or otherwise from the development or installation of the Solar System or the production, sale, purchase, consumption or use of the Energy Output. Without limiting the foregoing, "Environmental Incentives" includes the Local Utility Rebate Payment, green tags, solar renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under any other incentive programs offered by any utility company or state and the right to claim federal or state income tax credits or grants.

"Event of Default" has the meaning given to it in Section 16.

"Fair Market Value" has the meaning given to it in Section 11.

"Force Majeure" has the meaning given to it in Section 17.

"Initial Term" shall commence as of the first day of the month following the Commercial Operation Date and shall continue for the duration specified in the Summary Information Sheet.

"kW" means kilowatt-hour alternating current.

"Local Utility" is the utility company specified in the Summary Information Sheet and means the electric distribution company responsible for electric energy transmission and distribution service at the Site.

"Local Utility Rebate Application" means the application required by the Local Utility to be filled out by LESSEE in order to qualify for and receive the Local Utility Rebate Payment. The Local Utility Rebate Application is included in Local Utility Interconnection Rebate Application Exhibit.

"Local Utility Rebate Payment" means the payment or payments the Local Utility may pay to eligible retail utility customers under the Solar Photovoltaic Rebate Program in the amount of one dollar and fifty cents (\$1.50) per installed watt, up to twenty-five (25) kilowatts (kW) per retail account (\$37,500), for qualified photovoltaic solar systems.

"Payment Schedule" means the schedule and amount of payments to be made during the Initial Term and is specified in the Summary Information Sheet.

"Permits" shall mean all governmental permits, licenses, certificates, approvals, variances and other entitlements for use necessary for the installation, operation and connection of the Solar System.

"Premises" means that portion of the Site in which the Solar System shall be constructed and installed.

"Property" means the Site, Premises and Access Easement collectively. "Site" has the meaning given in the Summary Information Sheet.

"Solar System" means the electric power generation equipment, including, without limitation, solar panels, mounting racks, brackets, substrates or supports, power inverters and micro-inverters, optimizers, service equipment, metering equipment, controls, switches, connections, conduit, wires and other equipment connected to the Delivery Point, installed by LESSOR on the Site for the purposes of providing electric power to LESSEE under this Agreement.

"Summary Information Sheet" means the preceding page to this Agreement that references many of the facts set forth in this Agreement.

"Term" means the Initial Term and any Additional Terms. "Transfer" has the meaning given in Section 4(d).

2. Lease

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(a) For and in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by LESSOR and LESSEE, LESSOR does hereby lease to LESSEE, in accordance with the terms and conditions hereinafter set forth, the Solar System.

(b) During the Initial Term, LESSEE shall make the lease payments as set forth below:

(i) LESSEE shall make lease payments in the amounts set forth in the Payment Schedule beginning on the first day of the month following the Commercial Operation Date and then paid regularly thereafter during the Initial Lease Term.

(ii) LESSEE does hereby transfer and set over to LESSOR all right, title and interest of the LESSEE in and to ALL rebates or incentives, including, but not limited to the Local Utility Rebate Payment, and to pay to LESSOR such rebates or incentives within five (5) business days after LESSEE receives such payment. LESSEE agrees to execute and deliver any and all documentation requested by LESSOR that is necessary to effectuate receipt of the Local Utility Rebate Payment and subsequent assignment, including without limitation, the Local Utility Rebate Application as provided in Local Utility Interconnection Rebate Application Exhibit and the Transfer of Local Utility Rebates Exhibit. If LESSEE receives the Local Utility Rebate Payment in the form of a check or direct deposit from the Local Utility, LESSEE shall have the option to either assign such payment to LESSOR or deposit such payment into its own account and remit a new payment to LESSOR within five (5) business days after LESSEE receives such payment. LESSEE shall have no obligation under this subsection other than to pay any amounts actually received to LESSOR.

3. Access Easement

LESSEE hereby grants to LESSOR a non-exclusive access easement appurtenant to the Site, whereby LESSEE grants to LESSOR the rights to ingress and egress from the Solar System over and across the Site (the "Access Easement"), and which said Access Easement shall be more particularly located upon commencement of construction and described and set forth in the Summary Information Sheet Legal Description. LESSOR may only use the Access Easement for the purposes set forth in this Agreement. LESSOR shall give LESSEE twenty-four (24) hours verbal or written notice of LESSOR's intent to enter the Premises. Notwithstanding anything to the contrary in this Agreement, LESSOR shall be permitted to access the Access Easement twenty-four (24) hours a day, seven (7) days a week for emergency purposes, as reasonably determined by LESSOR. All such emergency work shall be diligently prosecuted to completion so that such work shall not remain in a partly finished condition any longer than necessary for completion.

4 LESSOR Covenants

(a) LESSOR shall be responsible for all costs and the performance of all tasks required for installation of the Solar System. Upon execution of this Agreement, LESSOR shall commence pre-installation activities relating to the Solar System, which shall include, without limitation, using commercially reasonable efforts to:

(i) obtain all permits, contracts, and agreements required for the installation of the Solar System;

(ii) prepare all applications required for utility interconnection of the Solar System. LESSEE agrees to assist LESSOR as necessary with preparation of all applications and agreements required for such utility interconnection, including but not limited to executing and delivering any and all documentation requested by LESSOR that is necessary to effectuate such interconnection.

(b) LESSOR, at no additional cost and expense to LESSEE, shall obtain all Permits for the Solar System. LESSOR shall have the right to apply for any and all Permits LESSOR finds necessary or desirable for the operation of the Solar System, and LESSEE hereby appoints LESSOR its agent for applying for such Permits. LESSOR will carry out the activities set forth in this Section 4 in accordance with all applicable laws, rules, codes and ordinances and in such a manner as will not unreasonably interfere with LESSEE's operation or maintenance of the Site.

(c) Title to the Solar System and all improvements placed on the Premises by LESSOR shall be vested in LESSOR during the Term. At the expiration of the Term, ownership of the Solar System and all improvements placed on the Premises by LESSOR shall remain with and belong to LESSOR.

(d) LESSEE acknowledges and agrees that the Solar System may not be deemed to be a fixture on the Premises, LESSEE has no ownership interest in the Solar System, that LESSOR is the exclusive owner and operator of

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the Solar System, that the Solar System may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered (collectively, a "Transfer") with the fee interest or leasehold rights to the Property by LESSEE. LESSEE shall give LESSOR at least fifteen (15) days written notice prior to any Transfer of all or a portion of the Property identifying the transferee, the portion of Property to be transferred and the proposed date of transfer. LESSEE agrees that this Agreement and the Access Easement shall run with the Property and survive any Transfer of the Property.

(e) During the Term, LESSOR shall be solely responsible for operation and maintenance of the Solar System (subject, however, to the obligations and responsibilities of LESSEE herein). LESSOR shall install, operate and maintain the solar system in a workmanlike manner and shall be responsible for damages and subsequent repairs as a result of LESSOR's activities in the process of installing or servicing the solar system.

(f) To the extent commercially practicable, LESSOR: (1) shall at all times maintain its use of the Property and the Solar System in a neat, clean and presentable condition and conduct its operations on the Property in a workmanlike manner; and (2) shall keep the Property clean and free of debris created by LESSOR, its contractors or others brought onto the Property by LESSOR.

(g) On completion of installation of the Solar System, LESSOR shall remove any unused materials and debris from the Property within thirty (30) days of the Commercial Operations Date.

(h) LESSOR shall use commercially reasonable efforts to keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with the installation, operation and maintenance of the Solar System on the Property pursuant to this Agreement. LESSOR shall within ten (10) days remove any lien placed on the Property as a result of LESSOR's activities on the Property.

(i) If the Solar System must be moved to or replaced at an alternate location at the Site during the Term, the alternate location is subject to the approval (such approval not to be unreasonably withheld or delayed) of LESSOR and LESSEE, and, upon such approval, the obligations of the Parties remain as set forth in this Agreement. The Party requiring such movement or replacement shall be responsible for all associated costs of removal and reinstallation.

(j) Upon expiration, or termination for any reason prior to the expiration of the Term, other than as a result of LESSEE exercising its option to purchase the Solar System provided for in Section 11, the Solar System and the improvements placed by LESSOR on the Premises shall remain the property of LESSOR and shall be removed by LESSOR on a mutually convenient date within one hundred and eighty (180) days of expiration or termination. LESSOR shall pay all removal costs, except if removal occurs during the Term as a result of the default of LESSEE.

(k) Unless caused by LESSEE's willful misconduct or negligence, any malfunction of the Solar System which is not remedied by LESSOR within five (5) business days after written notice from LESSEE of the malfunction, shall result in an abatement of lease payments due to LESSOR using a pro rata percentage wherein the numerator shall be the number of days of malfunction after notice and the denominator shall be the number of days in the then current calendar month.

5. LESSEE Covenants

(a) LESSEE agrees that it will not make nor allow any other party to make any modifications, attachments, improvements, revision or additions to the Solar System without LESSOR's prior written consent, which LESSOR may withhold in its sole discretion. To obtain that consent, LESSOR may require, among other things, that LESSEE use a contractor of LESSOR's choosing, or a contractor approved by LESSOR.

(b) LESSEE shall not cause or permit any interference with the Solar System's insolation and access to sunlight as such access exists as of the Effective Date to the extent LESSEE has control over such interference.

(c) LESSEE agrees that it will make available an internet connection at all times during the Term sufficient for LESSOR to remotely monitor the Solar System.

(d) LESSOR shall assist LESSEE in coordinating with the Local Utility regarding the installation and maintenance of a separate bi-directional meter as required by the Local Utility, if applicable.

(e) LESSEE agrees to promptly provide LESSOR with a copy of any default notices that LESSEE receives from any of its lenders or other party holding a mortgage, deed of trust or security interest in the Site.

(f) LESSEE shall provide and take reasonable measures for security of the Solar System, including

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commercially reasonable monitoring of the Site's alarms, if any.

(g) Notwithstanding the Solar System's status as a fixture on the Site, LESSEE agrees not to directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or material man's lien), charge, security interest, encumbrance or claim on or with respect to the Solar System or any interest therein.

6. Memorandum of Agreement; Fixture Filing

LESSEE agrees to execute and deliver to LESSOR the Memorandum of Agreement Exhibit, and LESSOR shall, at its expense, cause the same to be recorded with the county register. LESSEE also grants LESSOR the right to file any UCC-1 financing statements or fixture filing that confirms its ownership interest in the Solar System.

7. Publicity

The Parties share a common desire to generate favorable publicity regarding the Solar System and their association with it. The Parties agree that they may, from time-to-time, issue press releases regarding the Solar System and that they shall cooperate with each other in connection with the issuance of such releases. LESSEE shall have the right to publicize the Solar System and to display photographs of the Solar System in its advertising and promotional materials, provided that any such materials identify LESSOR as the developer of the Solar System.

8. Taxes

LESSOR shall be responsible for all personal property taxes levied against the Solar System. LESSOR shall pay any sales or use tax attributable to the Solar System to the extent applicable.

9. Renewal

At the end of the Initial Term, this Agreement, including the purchase and sale obligation under Section 11 with respect to the Solar System, will automatically renew for consecutive one-year terms (the "Additional Terms") unless either Party delivers written notice to the other Party at least six (6) months prior to the end of the Initial Term or any applicable Additional Term. Unless otherwise agreed to by the Parties, upon an automatic renewal, the terms and conditions of this Agreement shall remain. Rent shall be the same amount specified in the Summary Information Sheet for the first Renewal Term, and shall increase by 2% for each additional Renewal Term.

10. Relocation

In the event LESSEE determines in LESSEE's sole discretion that the Premises are needed for any other purpose at any time following the Commercial Operation Date, the Parties agree that the Solar System may be relocated, at LESSEE's sole cost, expense and risk, and at no cost, expense or risk to LESSOR, to a mutually agreed upon location on the Site. LESSEE shall provide LESSOR with not less than two (2) months prior written notice of LESSEE's proposed relocation of the Solar System, unless such relocation is made as a result of an emergency. During any period while the Solar System is off-line in connection with relocation, LESSEE shall continue to be responsible for all lease payments hereunder.

11. LESSEE's Purchase of Solar System

Provided no default of LESSEE shall have occurred and be continuing, LESSEE may purchase the Solar System during the Buyout Period. If LESSEE elects to purchase the Solar System during the Buyout Period, the purchase price shall be the fair market value of the Solar System. If the LESSEE does not exercise the purchase option during the Buyout Period, LESSEE shall have the option to purchase the Solar System at the end of the Initial Term for the fair market value of the Solar System. If LESSEE exercises the purchase option at the expiration of the Initial Term or during the Buyout Period, LESSOR shall take whatever actions are necessary to transfer fee title ownership of the Solar System and all improvements placed by LESSOR on the Premises to LESSEE. Not less than ninety (90) days prior to the exercise of the purchase option, LESSEE shall provide written notice to LESSOR of LESSEE's exercise thereof. Upon the exercise of the foregoing purchase option plus receipt of the Buyout Value, as applicable, and all other amounts then owing by LESSEE to LESSOR, the Parties will execute all documents necessary to cause title to the Solar System to pass to LESSEE as-is, where-is; provided, however, that LESSOR shall remove any encumbrances placed on the Solar System by LESSOR. The "Fair Market Value" of the Solar System shall be the value determined by the mutual agreement of LESSEE and LESSOR within ten (10) days of LESSEE's termination notice pursuant to this Section. If LESSEE and LESSOR cannot mutually agree upon a "Fair Market Value" within ten (10) days of such termination notice, such value shall be determined by an independent appraiser with sufficient experience and expertise to value such property, to be mutually determined by LESSOR and LESSEE.

12. Environmental Attributes

All rights and title to the Environmental Attributes, and Environmental Incentives attributable to the Solar

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System vest in and are exclusively controlled and owned by LESSOR. All rights and title to the Energy Output attributable to the Solar System vest in and are exclusively controlled and owned by LESSEE. Any additional Environmental Attributes and Environmental Incentives shall transfer to LESSEE upon LESSEE's purchase of Solar System, if applicable.

13. Payment

LESSEE shall pay all lease payments by ACH. Payment will be withdrawn from the LESSEE's account on the due date (the "Due Date"). If the Due Date is a bank holiday or weekend, payment will be withdrawn on the next following business day. Any undisputed amount remaining unpaid after the Due Date shall bear an interest rate of 1.5% per month or the maximum amount permitted by applicable law, whichever is greater.

14. Representations and Warranties; Covenants of the Parties

Each Party represents and warrants to the other Party that (a) such Party is duly organized, validly existing and in good standing under the laws of the state of its formation and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; (b) the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary company action; (c) this Agreement is a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms, subject to the qualification, however, that the enforcement of the rights and remedies herein is subject to (i) bankruptcy and other similar laws of general application affecting rights and remedies of creditors and (ii) the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law); (d) to such Party's knowledge, no governmental approval (other than any governmental approvals which have been previously obtained or disclosed in writing to the other Party) is required in connection with the due authorization, execution and delivery of this Agreement by such Party or the performance by such Party of its obligations hereunder which such Party has reason to believe that it will be unable to obtain in due course; and (e) neither the execution and delivery of this Agreement by such Party nor compliance by such Party with any of the terms and provisions of this Agreement conflicts with, breaches or contravenes the provisions of such Party's organizational documents. LESSEE represents and warrants to LESSOR that there are no circumstances known to LESSEE or commitments to third parties that may damage, impair or otherwise adversely affect the Solar System or its function (including activities that may adversely affect the Solar System's exposure to sunlight). LESSEE covenants that LESSEE has lawful title to the Property and the Premises and full right to enter into this Agreement. LESSEE will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect the Solar System or its function (including activities that may adversely affect the Solar System's exposure to sunlight), without LESSOR's prior written consent.

15. Indemnification; Insurance

(a) LESSOR and LESSEE (each, in such case, an "Indemnifying Party") shall indemnify, defend and hold the other Party and its employees, directors, officers, managers, members, shareholders and agents (each, in such case, an "Indemnified Party") harmless from and against any and all third party claims, suits, damages, losses, liabilities, expenses and costs (including reasonable attorney's fees) including, but not limited to, those arising out of property damage (including environmental claims) and personal injury and bodily injury (including death, sickness and disease) to the extent caused by the Indemnifying Party's (i) material breach of any obligation, representation or warranty contained herein and/or (ii) negligence or willful misconduct.

(b) LESSOR shall maintain during the Term of this Agreement, with LESSEE named as additional insured to the policies set forth in (i)-(ii) below for ongoing and completed operations, as its interest may appear for the duration of this Agreement the insurance coverage outlined in (i) through (iii) below:

(i) Commercial General Liability Limits: \$1,000,000 General Aggregate \$1,000,000 Products & Completed Operations Aggregate \$1,000,000 each occurrence \$1,000,000 Personal Injury (Advertising Injury excluded), and \$10,000 Medical Payments, each person;

(ii) "All Risk" coverage with limits equal to at least 70% of the replacement cost covering the Solar System, and all other improvements placed by LESSOR on the Premises;

(iii) Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than \$500,000.00 per occurrence and \$1,000,000.00 in aggregate.

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(c) If the Solar System is (i) materially damaged or destroyed, or suffers any other material loss or (ii) condemned, confiscated or otherwise taken, in whole or in material part, or the use thereof is otherwise diminished so as to render impracticable or unreasonable the continued production of energy, to the extent there are sufficient insurance or condemnation proceeds available to LESSOR, LESSOR may either cause (A) the Solar System to be rebuilt and placed in Commercial Operation at the earliest practical date or (B) another materially identical Solar System to be built in the proximate area of the Premises and placed in Commercial Operation as soon as commercially practicable. During any period of reconstruction and when the Solar System is not fully operational, LESSEE is not required to make any lease payments to LESSOR.

(d) LESSEE shall be responsible for purchasing and maintaining LESSEE's usual liability insurance.

16. Default and Remedies

(a) Event of Default. With respect to a Party, there shall be an "Event of Default" if:

(i) such Party fails to pay any amount within ten (10) days after such amount is due;

(ii) except as otherwise set forth in this Section 16(a), such Party is in breach of any representation or warranty set forth herein or fails to perform any material obligation set forth in this Agreement and such breach or failure is not cured within sixty (60) days after written notice from the non-defaulting Party; provided, however, that the cure period shall be extended by the number of days during which the defaulting Party is prevented from taking curative action solely by Force Majeure if the defaulting Party had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action prior to the occurrence of the Force Majeure event;

(iii) such Party admits in writing to the other Party its inability to pay its debts generally as they become due;

(iv) such Party files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State, district or territory thereof;

(v) such Party makes an assignment for the benefit of creditors;

(vi) such Party consents to the appointment of a receiver of the whole or any substantial part of its assets;

(vii) such Party has a petition in bankruptcy filed against it, and such petition is not dismissed within 90 days after the filing thereof;

(viii) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of such Party's assets, and such order, judgment or decree is not vacated or set aside or stayed within 90 days from the date of entry thereof; or

(ix) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of such Party's assets and such custody or control is not terminated or stayed within 90 days from the date of assumption of such custody or control.

(b) Termination; Liquidated Damages. Upon an Event of Default by one Party, the other Party shall have the right, but not the obligation, to terminate or suspend this Agreement, after seven (7) days' notice, with respect to all obligations arising after the effective date of such termination or suspension (other than payment obligations relating to obligations arising prior to such termination or suspension). The Parties agree that in the event of a default under this Agreement that leads to termination, the non-defaulting Party may pursue all remedies available to it in equity and the defaulting Party's liability hereunder shall be determined as follows:

(i) as to LESSOR's liability after Commercial Operation Date, an amount equal to the costs of removing the Solar System;

(ii) as to LESSEE's liability, an amount equal to the cost of removing the Solar System, plus an amount equal to the value of all remaining payments due to LESSOR under this Lease, plus an

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amount equal to the value of any Treasury 1603 grants or federal income tax credits subject to recapture during the first 60 months after Commercial Operation Date.

(iv) The defaulting Party shall be liable to reimburse the non-defaulting Party for such non-defaulting Party's expenses and costs relating to such default (including but not limited to reasonable attorney's fees).

(c) No Waiver. Any waiver at any time by either Party of its rights with respect to an event of default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any subsequent default or other matter. Any waiver under this Agreement must be in writing.

(d) Limitation of Liability. FOR BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE RIGHTS OF THE NON-DEFAULTING PARTY AND THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN THIS AGREEMENT, AS THE SOLE AND EXCLUSIVE FULL, AGREED-UPON AND LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AND ALL OTHER DAMAGES OR REMEDIES ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, OR IF A REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY NONEXCLUSIVE, THE NON-DEFAULTING PARTY SHALL HAVE THE RIGHT TO EXERCISE ALL RIGHTS AND REMEDIES AVAILABLE TO IT AT LAW OR IN EQUITY, PROVIDED, HOWEVER, THAT THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT, CONTRACT OR OTHERWISE.

17. Force Majeure

(a) In the event that either Party is delayed in or prevented from performing or carrying out its obligations under this Agreement by reason of any cause beyond the reasonable control of, and without the fault or negligence of, such Party (an event of "Force Majeure"), such circumstance shall not constitute an event of default, and such Party shall be excused from performance hereunder and shall not be liable to the other Party for or on account of any loss, damage, injury, or expense resulting from, or arising out of, such delay or prevention; provided, however, that the Party encountering such delay or prevention shall use commercially reasonable efforts to remove the causes thereof (with failure to use such efforts constituting an event of default hereunder). The settlement of strikes and labor disturbances shall be wholly within the control of the Party experiencing that difficulty.

(b) As used herein, the term "Force Majeure" shall include, without limitation, (i) sabotage, riots or civil disturbances, (ii) acts of God, (iii) acts of the public enemy, (iv) terrorist acts affecting the Site, (v) an annual level of direct beam solar resource availability that is less than or equal to 90% of historical averages as measured by long-term weather data (minimum of five (5) years) collected at the Site and/or other reliable calibrated and appropriate weather station representative of the Site, (vi) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, landslide or similarly cataclysmic occurrence, (vii) requirement by Local Utility that the Solar System discontinue operation for any reason, (viii) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, or (ix) any other action by any governmental authority which prevents or prohibits the Parties from carrying out their respective obligations under this Agreement (including, without limitation, an unstayed order of a court or administrative agency having the effect of subjecting the sales of Energy Output to federal or state regulation of prices and/or services, or other change in law that results in a material adverse economic impact on LESSOR). Neither economic hardship of either Party nor LESSOR's failure to obtain Permits shall not constitute a Force Majeure under this Agreement.

18. Records

Each Party hereto shall keep complete and accurate records of its operations hereunder and shall maintain such data as may be necessary to determine with reasonable accuracy any item relevant to this Agreement.

19. Notices

Any notice required or permitted to be given in writing under this Agreement shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered (signature required) to a representative of the receiving party. Additionally, all notices shall be sent by electronic mail. All such communications shall be sent to the addresses set forth in the Summary Information Sheet.

20. Confidentiality

All non-public information (including the terms of this Agreement) provided by either Party to the other or which is identified by the disclosing Party in writing as confidential or proprietary information shall be treated in a

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confidential manner and shall not be disclosed to any third party without the prior written consent of the non-disclosing Party, which consent shall not be unreasonably withheld. Notwithstanding the preceding, this Section and the restrictions herein contained shall not apply to any data or documentation which is:

(i) required to be disclosed pursuant to state or federal law, an order or requirements of a regulatory body or a court, after five business days' notice of such intended disclosure is given by the disclosing Party to the non-disclosing Party or if five business days' notice is not practical, then such shorter notice as is practical;

(ii) disclosed by a Party to an affiliate of such Party or in connection with an assignment permitted by Section 21;

(iii) is, as of the time of disclosure, public knowledge without the fault of the disclosing Party; or

(iv) required to be disclosed to the US Treasury Department.

21. Assignment

LESSEE shall not assign this Agreement or any of its rights hereunder without the prior written consent of LESSOR, which consent shall not be unreasonably withheld or delayed. If LESSEE assigns this Agreement, and such assignment is approved by LESSOR, LESSEE shall continue to be responsible for any payments specified in Section 2(b) for the duration of the Term. LESSOR may elect, in its discretion, to release LESSEE from remaining payments upon assignment to a new party deemed credit worthy by LESSOR. Notwithstanding the foregoing, LESSOR may upon written notice, without the need for consent from LESSEE (and without relieving itself from liability hereunder), (i) transfer, pledge or assign this Agreement provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof. No such assignment shall be effective until written notice of such assignment is provided to LESSEE. LESSOR shall not be relieved from future performance, liabilities, and obligations under this Agreement, unless assignee assumes all of LESSOR's obligations herein and a copy of such executed assignment is provided to LESSEE.

22. Binding Effect

The terms and provisions of this Agreement, and the respective rights and obligations hereunder of each Party, shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

23. Amendments

No modification of this Agreement shall be effective except by written amendment executed by the Parties.

24. Counterparts

Any number of counterparts of this Agreement may be executed and each shall have the same force and effect as the original. Facsimile and electronic signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

25. Entire Agreement

This Agreement and attached amendment constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any other prior agreements, written or oral, between the Parties concerning such subject matter.

26. Severability

Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Agreement had been executed without the invalid portion.

27. Survival

Any provision(s) of this Agreement that expressly or by implication comes into or remains in full force following the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

28. Governing Law

The interpretation and performance of this Agreement and each of its provisions shall be governed and construed in accordance with the laws of the State of Missouri excluding any choice of law provisions or conflict of law

LESSEE Initials LESSOR Initials

principles which would require reference to the laws of any other jurisdiction. The Parties hereby submit to the exclusive jurisdiction of the courts of the State of Missouri.

29. Cooperation

Upon the receipt of a written request from the other Party, each Party shall execute such additional documents (e.g., utility interconnection agreement), instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold condition or delay its compliance with any reasonable request made pursuant to this Section. Without limiting the foregoing, the Parties acknowledge that they are entering into a long-term arrangement in which the cooperation will be required. From time to time, upon written request by LESSOR (or its lenders), LESSEE shall provide within seven (7) days thereafter an estoppel certificate attesting, to the knowledge of LESSEE, of LESSOR's compliance with the terms of this Agreement or detailing any known issues of noncompliance.

30. No Partnership

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

31. Remedies Cumulative

No remedy herein conferred upon or reserved to either Party shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

32. Headings

The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

33. Exhibits

All exhibits referred to in this Agreement and attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the day and year first above written.

LESSEE Jackson County, Missouri

By: 

Name: Q. Troy Thomas

Title: Director of Purchasing and Finance

APPROVED AS TO FORM:

By: 

W. Stephen Nixon,
County Counselor

LESSOR

By: 

Name: Tyler Staebely

Title: Controller

ATTEST:

By: 

Mary Jo Spino
Clerk County Legislature

LESSEE Initials LESSOR Initials

QT JS



Solar Installation Process Exhibit

Congratulations on your decision to go solar! We are excited to work with you on the installation of your new solar system. Brightergy not only commits to installing your new system, but also to handling all the paperwork, permitting and providing all the necessary support along the way.

To help you better understand the Solar Installation Process, we have outlined the key steps below. From contract signing to design through installation and commissioning, the process is detailed and does take time. Therefore, we want to make sure that you understand all that is involved. We work very hard to keep our clients informed on the status of their project. It is our goal to communicate clearly, answer questions thoroughly, and exceed your expectations completely. Please keep in mind that the purpose of this timeline is to be used as a sample guideline and does not include extenuating circumstances outside of our control.

We sincerely appreciate the opportunity to work with you and look forward to beginning your installation.

Thank you for choosing Brightergy as your solar system provider.

If at any point you have questions or concerns, please contact your Project Manager. For your convenience - we have listed key contacts for the Brightergy Team below.

Brightergy Team

Kansas City: (816) 866.0555
Sr. Project Manager – Shane Griffin – shane.griffin@brightergy.com
Accounting – Sam Field – accounting@brightergy.com

St. Louis: (314) 403.0564
Sr. Project Manager – Shane Griffin – shane.griffin@brightergy.com
Accounting – Sam Field – accounting@brightergy.com

Buyer Initials

Seller Initials



Your Solar Installation with Brightergy

The following is an outline of Brightergy's complete workflow and installation process. It is Brightergy's goal to have the system installed and pending utility approval within 90 days of contract execution.

Phase I: Contract Signing

1. Customer site survey performed by Brightergy
2. Sales meeting and contract signing
 - a. Collect contract, utility bill information, signed interconnection and rebate application
3. Deposit due* – collected before materials are ordered and installation begins

*If applicable (for purchases, not leases)

Phase II: Design & Pre-Install

1. System design by Brightergy solar engineer
 - a. Initial design completed within 14 days of contract signing
 - b. Submit design for structural and electrical engineering stamps as required
2. Interconnection application submitted to utility company
 - a. Utility company approval of application: 30 – 90 days
3. All project permits filed and submitted
 - a. Approval in Kansas City area: 2 – 5 days
 - b. Approval in St. Louis area: 1 – 4 weeks
4. Installation scheduled with client
5. Materials delivered to job site
6. Progress invoice submitted to client*

*If applicable (for purchases, not leases)

Phase III: Installation

1. Installation begins
 - a. The installation process typically takes 7 – 10 days to complete
2. Installation completed**
 - a. System test performed for proper function.
 - b. Inspections Scheduled
 - i. City/county completed within 1 – 4 days
3. Brightergy submits bi-directional meter request and rebate application to utility company
4. System photos will be taken
5. Final client invoice submitted upon passing city/county inspection*

**Installation completion is defined as passing the local city/county inspection. Once inspection approval is received; the final client invoice is submitted and due. The local utility company may not install the bi-directional meter, which is required to permanently energize the solar system, for several weeks after the project has reached the install completion date.

*If applicable (for purchases, not leases)

Buyer Initials

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Phase IV: Post-Installation

1. Utility company inspection
 - a. Utility company inspects system to verify installation is consistent with interconnection application – 1-2 weeks*
 - b. Utility company orders bi-directional meter upon inspection approval
 - c. Utility company installs bi-directional meter – 2-6 weeks after inspection approval

*Please Note: Utility inspection and bi-directional meter installation scheduling is outside of Brightergy's control – however we will keep you posted as information becomes available.

Phase V: Energizing System Permanently

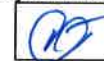
1. Receive permission to operate and rebate from utility company
 - a. Upon receipt of final payment from client – Brightergy will energize the system permanently*
 - b. Brightergy Project Manager completes final system checks, energizes system, and provides operational walk-thru with clients

*If applicable (for purchases, not leases)

Phase VI: Project Close-Out

1. Brightergy Client Services Team provides system monitoring and alerts training
2. Customer service contact established and electronic Project Close-Out binder delivered
3. Brightergy's Media Contact reaches out to client to prepare a press release around the installation, which will be published on client's behalf to an online newswire and to Brightergy.com

Buyer Initials



Seller Initials





Memorandum of Agreement Exhibit

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is made and entered into as of the _____ day of _____, 2014, by and between Jackson County, MO, a Missouri _____ with an address of ("Owner" or "Grantor") and Brightergy Leasing, LLC, a Missouri limited liability company with an address of 1617 Main St. 3rd Floor, Kansas City, MO 64108 ("Company" or "Grantee").

WHEREAS, Owner and Company entered into a Solar Lease and Easement Agreement (the "Agreement" with an effective date of _____ whereby Company agreed to install a photovoltaic solar system (the "Solar System") on the real property described on the Summary Information Sheet owned by Owner (the "Property");

WHEREAS, pursuant to the Agreement, Company will lease the Solar System to Owner for an initial term of 20 years, with an option to renew for consecutive one-year periods (the "Term");

WHEREAS, pursuant to the Agreement, Owner has granted to Company an access easement over the Property purposes of installing, operating and maintaining the Solar System (the "Easement");

WHEREAS, Owner and Company desire to provide record notice of (i) the Agreement, (ii) the Easement, and (iii) Company's rights and interests in the Solar System, through the recording of this Memorandum with the Register of Deeds of Jackson County, Missouri; and

NOW THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants, agreements and conditions contained herein and contained in the Agreement, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used but not otherwise defined in this Memorandum shall have the same meaning ascribed to such terms in the Agreement.

2. **Lease Rights.** Company has leased the Solar System to Owner on the terms and provisions set forth in the Agreement. Subject to Owner's rights as lessee, Company owns all rights related to the Solar System equipment.

3. **Grant of Easements.** Owner has granted to Company the Easement, as more particularly set forth in the Agreement, for the Term of the Agreement.

4. **Covenants Running with the Land.** Owner and Company agree that all of the covenants and agreements contained in the Agreement touch and concern the Property and are expressly intended to, and shall be covenants running with the land and shall be binding upon the Property and each party's present and future estate or interest therein and upon each of the parties, their respective heirs, administrators, executors, legal representatives, successors and assigns.

5. **Notice and Binding Effect.** It is understood that the purpose of this Memorandum is to give notice of the Agreement. The Agreement contains other terms and conditions set forth more fully therein. All such terms and conditions of the Agreement are incorporated herein by this reference. The parties hereby ratify and confirm the Agreement as if the Agreement were being re-executed by them and recorded. This Memorandum shall bind and inure to the benefit of Owner and Company and their respective successors and assigns, and shall encumber the Property and shall be binding on Owner's success-in-interest thereto and all persons claiming by, through or under Owner, subject to the express provisions of the Agreement. In the event of any inconsistency between the provisions of this Memorandum of the Agreement, the provisions of this Agreement shall control.

[Signature Page Follows]

LESSEE INITIALS

LESSOR INITIALS

Brightergy

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

LESSEE: Jackson County, Missouri

By: [Signature]

Print: Q. Troy Thomas, Director of Finance and Purchasing

STATE OF Missouri)
) SS.
COUNTY OF Jackson)

On this 30th day of July, 2014, before me appeared Q. Troy Thomas to me personally known, who being by me duly sworn did say that he is the Director of Finance and Purchasing for Jackson County Missouri Government, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



TEDI H. ROWLAND
My Commission Expires
April 17, 2015
Jackson County
Commission #11173894

[Signature]
Notary Public

My Commission Expires: April 17, 2015

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

LESSOR:

By: [Signature]

Print: Tyler Staebell

STATE OF Missouri)
) SS.
COUNTY OF Jackson)

On this 23rd day of July, 2014, before me appeared Tyler Staebell, to me personally known, who being by me duly sworn did say that he is the Controller of Brightergy, a Missouri LLC, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid on the day and year first above written.



[Signature]
Notary Public

My Commission Expires: 10 April 2017

LESSEE INITIALS

LESSOR INITIALS

[Initials]

[Initials]



Legal Description of Property

Mc Gees Addition Lots 1096-1113 Block 77 and all of the vacant alley

LESSEE INITIALS

CDT

LESSOR INITIALS

TS

SOLAR SERVICE AND EASEMENT AGREEMENT

Summary Information Sheet

Lessor: Brightergy Leasing, LLC, 1617 Main Street, 3rd Floor, Kansas City, Missouri, 64108, its subsidiaries and/or assigns.

Lessee: Jackson County, Missouri

Primary Representative: Troy Thomas

Telephone: (816) 881-3176

Email: TThomas@jacksongov.org

Lessor Representative:

Primary Representative: John Germano

Telephone: (573) 999-2632

Email: John.Germano@Brightergy.com

Notices shall be sent to notices@brightergy.com

Solar System: A photovoltaic system with total generating capacity rated at approximately 25 kW connected to utility account # 1688-06-2834.

Site: 415 East 12th Street

Kansas City, MO 64106

Effective Date: Date contract is fully executed

Commercial Operation Date: As defined in Section 1

Initial Term: 20 years

Local Utility: KCP&L

Local Utility Rebate Value: \$ 37,500.00

Buyout Period: Within 90 days of the termination of the Initial Term

Minimum Buyout Value: Fair Market Value

Tax Exempt: Yes No

Billing Contact: Marilyn Scothorne

Address: 415 East 12th Street Kansas City, MO 64106

Telephone: (816) 881-3258

Email: mscothorne@jacksongov.org

Payment Schedule: \$ 200 for the Initial Term with a 2 % annual escalator. First payment due on the Commercial Operation Date.

Exhibits

Solar Installation Process Exhibit

Local Utility Interconnection Rebate Application Exhibit

Memorandum of Agreement Exhibit



LESSEE Initials

LESSOR Initials



("LESSOR")

("LESSEE")

By Tyler Stuebel

By Q. Troy Thomas

Name: Tyler Stuebel

Name: Q. Troy Thomas

Title: Authorized Signatory

Title: Director of Finance and Purchasing

Date: 7-23, 2014

Date: July 29, 2014

LESSEE Initials LESSOR Initials

QT


TS

Form
5060

Missouri Department of Revenue
Project Exemption Certificate


This form is to be completed and given to your contractor.

Exempt Entity and Project Information

Name of Exempt Entity Issuing the Certificate Jackson County, Missouri		Missouri Tax Exemption Number	
Address 415 E. 12th Street		City Kansas City	State Zip Code MO 64106
E-mail Address			
Project Number JA1493	Project Begin Date (MM/DD/YYYY) 09 / 01 / 2014	Estimated Project End Date (MM/DD/YYYY) 09 / 30 / 2014	
Description of Project Installation of a grid tied solar array			
Project Location Jackson County Courthouse		Certificate Expiration Date (MM/DD/YYYY) 01 / 01 / 2015	
Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.			
Signature of Authorized Exempt Entity 		Printed Name of Authorized Exempt Entity Q. Troy Thomas	Date (MM/DD/YYYY) 07 / 29 / 2014


Contractor

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to **Section 144.062, RSMo**. Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Name of Purchasing Contractor Brighterqy	Signature of Contractor 	Date (MM/DD/YYYY) 07 / 23 / 2014	
Address 1617 Main Street, 3rd Floor		City Kansas City	State Zip Code MO 64108

Subcontractor

Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The subcontractor must sign the form in the space provided below.

Name of Purchasing Subcontractor			
Address		City	State Zip Code
Signature of Contractor 		Contractor's Printed Name Tyler Stuebel	Date (MM/DD/YYYY) 07 / 23 / 2014

Form 5060 (Revised 12-2013)

Taxation Division
P.O. Box 358
Jefferson City MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 751-9409
E-mail: sales@taxexemptions.dor.mo.gov

Visit <http://dor.mo.gov/business/sales/sales-use-exemptions.php> for additional information.



KANSAS CITY POWER & LIGHT COMPANY

P.S.C. MO. No. 7 First Original Sheet No. 34P
 Revised
Cancelling P.S.C. MO. No. 7 Original Sheet No. 34P
 Revised
For Missouri Retail Service Area

NET METERING INTERCONNECTION AGREEMENT Schedule NM (continued)

F. Customer-Generator Acknowledgement

I am aware of the Customer-Generator System installed on my premises and I have been given warranty information and/or an operational manual for that system. Also, I have been provided with a copy of the Company's parallel generation tariff or rate schedule (as applicable) and interconnection requirements. I am familiar with the operation of the Customer-Generator System.

I agree to abide by the terms of this Application/Agreement and I agree to operate and maintain the Customer-Generator System in accordance with the manufacturer's recommended practices as well as the Company's interconnection standards. If, at any time and for any reason, I believe that the Customer-Generator System is operating in an unusual manner that may result in any disturbances on the Company's electrical system, I shall disconnect the Customer-Generator System and not reconnect it to the Company's electrical system until the Customer-Generator System is operating normally after repair or inspection. Further, I agree to notify the Company no less than thirty (30) days prior to modification of the components or design of the Customer-Generator System that in any way may degrade or significantly alter that System's output characteristics. I acknowledge that any such modifications will require submission of a new Application/Agreement to the Company. I agree not to operate the Customer-Generator System in parallel with the Company's electrical system until this Application/Agreement has been approved by the Company.

Signed (Customer-Generator): *D. J. Thomas* Date: *July 29, 2014*



G. Utility Application/Agreement Approval (completed by Company)

The Company does not, by approval of this Application/Agreement, assume any responsibility or liability for damage to property or physical injury to persons due to malfunction of the Customer-Generator's System or the Customer-Generator's negligence.

This Application is approved by the Company on this _____ day of _____ (month), _____ (year).

Company Representative Name (print): _____

Signed Company Representative: _____

H. Solar System Data (For Solar Installations only)

Solar Module Manufacturer: _____ Inverter Rating: _____ kW
Solar Module Model No.: _____ Number of Modules/Panel: _____
Module rating: _____ DC Watts System rating (sum of solar panels): _____ kW
Module Warranty: _____ years (circle on spec sheet)
Inverter Warranty: _____ years (circle on spec sheet)
Location of modules: _____ Roof _____ Ground Installation type: _____ Fixed _____ Ballast
System Installation Date: _____

DATE OF ISSUE: November 8, 2013
ISSUED BY: Darrin R. Ives, Vice President

DATE EFFECTIVE: ~~December 8, 2013~~
November 18, 2013
Kansas City, Mo.

FILED
Missouri Public
Service Commission
ET-2014-0027; YE-2014-0213