

## Community Solar Services Agreement

<b>Subscriber Name</b>	<b>Town of Frisco</b>
<b>Contact Name</b>	<b>Bonnie Moinet</b>
<b>Email</b>	<b>bonniem@townoffrisco.com</b>
<b>Phone</b>	<b>(970) 668-9138</b>

<b>Billing Address</b>	<b>1 Main St</b>	<b>Street</b>
	<b>Frisco</b>	<b>City</b>
	<b>CO</b>	<b>State</b>
	<b>80443</b>	<b>Zip</b>
	<b>Summit</b>	<b>County</b>
<b>Site Address</b>  (Additional Site Addresses, if any, listed in Attachment C)	<b>See Attachment C</b>	<b>Street</b>
		<b>City</b>
		<b>State</b>
		<b>Zip</b>
		<b>County</b>
<b>Utility</b>	<b>Xcel Energy</b>	

<b>Subscription Terms</b>	Production Capacity	<b>200 kW (DC)</b>
	Price	<b>\$0.0628 / kWh</b>
	Escalator	<b>1.35 % / Year</b>
<b>“Community Solar Gardens” under applicable Colorado law (“Project”)</b>	Operator	<b>Pivot Solar 15 LLC</b> or its assignee Operator(s) of one or more Community Solar Garden(s) to which your Production Capacity is assigned
	CSG(s)	<b>SRC080205</b> and/or, additional CSGs to which all or part of your Production Capacity may be assigned by Operator(s)

1. Parties. This is a Community Solar Services Agreement ("Agreement") between the "Operator" (identified on the cover page of this agreement) and you, a retail electric service customer of the Utility. References to the Operator include the words "we", "our", and "us." References to you include the words "you" or "Customer".
2. The Community Solar Array. The Operator intends to construct, own, operate, and maintain the Project as described on the cover page of this Agreement. You are the electricity customer of record at one or more premises within the Utility's service territory. Applicable law allows you to subscribe to a share of the solar energy produced from the Project and attribute your share of solar energy to one or more of your metered premises. We refer to the premises covered by this Agreement listed in Attachment C as your "Location" or "Locations." You are not required to invest money in the Project.
3. Customer's Production Capacity. You are eligible to participate in the Project and have subscribed to the amount of the Project's production shown in kilowatts (DC) ("kW (DC)") on the cover page, defined as your "Production Capacity". We measure the amount of solar energy produced by your Production Capacity in kilowatt hours ("kWh"), and your actual Production Capacity is called your "Solar Energy." The Production Capacity may come from more than one Project or Location.
4. Utility Agency Agreement. The Operator intends to enter into an agreement with the Utility (sometimes called a "Community Solar\* Rewards Community Producer Agreement" or "Agency Producer Agreement" and referred to as an "Agency Producer Agreement" in this Agreement) under which the Operator and the Utility take the following actions in the implementation of the Project:
  - A. Operator. The Operator will be responsible for operating the Project; for delivering and selling all solar energy produced and the associated renewable energy credits ("RECs") to the Utility; for providing the Utility with monthly information that identifies you and your Solar Energy; and for sending you a monthly invoice for your Solar Energy, which will be payable to the Operator.
  - B. The Utility. The Utility is responsible for accepting deliveries of your Solar Energy; for providing you with a credit in dollars for your Solar Energy on your retail electric service bill (your "Bill Credit"); and for issuing a check to the Operator for the RECs associated with your Solar Energy.
5. Acknowledgements and Agency Agreement. When you sign this Agreement, you agree to the Acknowledgements in Attachment A and to execute an Agency Agreement with the Operator. The Agency Agreement gives an Operator the authority to act as your exclusive agent to sell your Solar Energy and RECs to the Utility, to manage your Production Capacity and to act as your agent for the purpose of communicating information to the Utility used to calculate and apply your Bill Credit. By signing this agreement you allow us to make changes to your Agency Agreement, reallocate your Production Capacity between projects, and to increase and decrease the amount of Production Capacity per Premise so long as we continue to meet program rules and requirements and continue to deliver Production Capacity at the Price specified.
6. Consent to Disclose Utility Customer Data. When you sign this Agreement, you agree to sign a "Consent to Disclose Utility Customer Data" that authorizes the Utility to share information with us about your past and present electric usage at your Locations and will be used to verify the extent of your eligibility to participate in the Project. You will let us know if there are any changes in your eligibility status.
7. Agreement Term. This Agreement is effective upon execution. The term of this Agreement is 240 consecutive calendar months starting on the first day of the first month after the initial production of kWh (excluding test production) by the Project as measured at the Project's production meter. The responsibility of the Operator to facilitate the application of Bill Credits by the Utility will terminate after the Utility applies the Bill Credit for the 240th month of production of Solar Energy to your account.
8. Payments. Unless otherwise set forth in this Agreement, the payment amount you owe the Operator ("Monthly Payment") is equal to the kWh of Solar Energy produced and delivered to the Utility during a production month, multiplied by the price per kWh in effect during the year in which the production month occurs shown on the price list on Attachment B. You agree to pay the full Monthly Payment within thirty (30) days after the date of our invoice.

If in any given month Subscriber's rate as set forth in Attachment B ("Rate") exceeds the rate used by the Utility for that same month to calculate Subscriber's Bill Credit ("Bill Credit Rate"), then Subscriber's Rate will be reduced to an amount equal to the Bill Credit Rate (each such reduction a "Reduction"); provided, however, the Rate will never be lower than the year one Rate (as shown in Attachment B).

If at any time after a Reduction, the Bill Credit Rate increases, then the Rate will increase to equal the Bill Credit Rate (each such increase an "Increase"); provided, however, the Rate will never exceed the Rate set forth in Attachment B and that corresponds to the year in which the Increase occurs. The parties acknowledge and agree the percentage amount of an Increase may exceed the annual percentage escalator that was used to calculate the escalation of the Rates set forth in Attachment B, but only to the extent necessary to cause the Rate to equal the Bill Credit Rate, and not to exceed the Rate set forth in Attachment B that corresponds to the year in which the Increase occurs.
9. Late Payments. If you pay us late, we will charge you interest on the unpaid balance at the rate of one percent (1%) per month.
10. Customer Eligibility. The Operator will ensure that all premises listed in Attachment C of this Agreement comply with any applicable law or Utility requirements at the time of execution of this Agreement.
11. Bill Credits. The Utility is responsible for accepting deliveries of your Solar Energy and for providing you with a Bill Credit in dollars for your Solar Energy on your retail electric service bill. The amount of your Bill Credit is based on various factors controlled by your registered meter type, by applicable tariff, and pertinent regulations.

12. Renewable Energy Credits. The Agency Agreement requires us to transfer your Solar Energy and RECs to the Utility in exchange for your Bill Credit. You hereby irrevocably assign and transfer to us your RECs and the right to receive and retain any payments from the Utility attributable to your Solar Energy and RECs. You agree that if you transfer your Production Capacity to another person (any such transfer being subject to the limitations and/or requirements of this Agreement) your transferred interest in your Production Capacity will continue to be subject to the assignment of the RECs to the Operator and will not affect the Operator's ongoing right to receive any payments from the Utility for the RECs associated with your Solar Energy and transferred Production Capacity. There may be additional, non-power related benefits associated with your Production Capacity, such as environmental, tax, or future benefits. You agree that we or our designee are entitled to all such benefits, regardless of their ownership. If we need you to sign any additional documents to evidence our agreement relating to your RECs and any other benefits that may be associated with your Production Capacity or Solar Energy, you agree to do so at our request.
13. Changes in Your Participation; Substitution of New Premises. You will give us written notice if you want to make changes to this Agreement, transfer some or all of your Production Capacity, or substitute Premises. We will consider any such request, at the time of receipt, based on our then-applicable eligibility and/or credit requirements and any Utility requirements, and will, in our discretion, determine whether to authorize the request. We may request additional information in connection with a request, and you will promptly provide that information. Further, any authorization will be contingent on your and (as applicable) your transferee's execution of such documents as we, our Lender (defined below), and/or the Utility may request. Conversely, we reserve the right to reallocate, substitute, or change the Production Capacity per Premise as long as these changes comply with program rules; this may include substituting a new CSG able to provide the Production Capacity and Price.
14. Taxes. The Monthly Payment does not include taxes. The Operator acknowledges that the Customer is a tax-exempt entity. Upon execution, Customer will provide the Operator with its exemption certificate. In the event that you become a taxable entity, you agree to either pay or reimburse us for any and all taxes assessed on the generation, sale, delivery, or consumption of your Solar Energy or your Bill Credits. The term "taxes" includes any federal, state, and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, and other taxes, regulatory fees, surcharges, or other similar charges, but does not include any income taxes imposed on the Operator's revenues due to the sale of energy under this Agreement, which are solely the Operator's responsibility.
15. Non-Appropriation Event. The Operator acknowledges and agrees that in accordance with Colorado constitutional restrictions, Customer has appropriated funds necessary to satisfy the payments that are required to fulfill its obligations under this Agreement for the initial year of the term of this Agreement. The payment of any compensation due under this Agreement for any year beyond the first year provided for herein is contingent upon annual appropriation of funds in accordance with applicable law. During the Term of this Agreement, you agree in good faith that your staff will include the amounts to become due under this Agreement in your budget request for each fiscal year for funding your energy costs.
- A. In any fiscal year, your failure to make an appropriation for the purchase of electricity from any source at any of your locations for a future fiscal year, including the encumbrance under this Agreement will be a non-appropriation event (a "Non-Appropriation Event"). If a Non-Appropriation Event occurs, you agree to assign your Production Capacity to us. We will have the right to retain your Production Capacity, and the Bill Credits and RECs associated with your Production Capacity, for the duration of the Non-Appropriation Event. You will not have the right to receive Bill Credits during the occurrence of a Non-Appropriation Event.
- B. Termination. If a Non-Appropriation Event occurs, we have the right in our sole discretion to terminate this Agreement, without further obligation by either party. You agree to assign your interest in your Production Capacity to us upon termination of this Agreement. If a Non-Appropriation Event occurs and we do not terminate this Agreement, then we acknowledge and agree that for the duration of that Non-Appropriation Event you will have no financial obligations under this Agreement.
- C. Transfer of Production Capacity. We may transfer all or a portion of your Production Capacity to another customer for the duration of a Non-Appropriation Event.
- D. Budget Requests. Unless we choose to terminate this Agreement for a Non-Appropriation Event, your staff will in good faith continue to include the amounts to be paid to the Operator pursuant to this Agreement in each subsequent fiscal year of the Term in your budget request for funding of your energy costs for each fiscal year, and if an appropriation for such amounts is made for a future fiscal year our respective obligations under this Agreement may be reinstated in our sole discretion. You will not be liable for any Monthly Payment during the respective fiscal year associated with the Non-Appropriation Event. If you make ten (10) successive annual requests to include the amounts to be paid to the Operator pursuant to this Agreement that are denied, you will no longer be required to make further annual appropriation requests under this Agreement.
16. Insurance. We will insure the Project during the term of this Agreement in accordance with our contract with the Utility and applicable law, regulations, and tariffs. You are not responsible for insuring your Production Capacity.
17. Customer Default. The following events will constitute an event of default on your part ("Customer Default"):
- A. Except as otherwise expressly permitted in this Agreement, you attempt to terminate this Agreement before the end of the Term;
- B. You fail to pay any amount when due under this Agreement and such failure continues for thirty (30) days after you receive notice from us of such failure to pay;
- C. You are in breach of any material representation or warranty, or fail to perform any material obligation as set forth in this Agreement and your breach or failure is not cured within thirty (30) days after you receive notice from us;

- D. You admit in writing your insolvency, assign your assets for the benefit of creditors, enter any bankruptcy or reorganization proceeding (either voluntary or involuntary), are otherwise adjudicated bankrupt or insolvent, or have all or substantially all of your assets subject to attachment, execution or other judicial seizure; or,
  - E. You attempt to claim any RECs or non-energy related benefits in connection with Solar Energy that conflict with the terms of this Agreement.
18. Operator Default. The following events will constitute an event of default on our part ("Operator Default"):
- A. We are in breach of any material representation or warranty, or fail to perform any material obligation as set forth in this Agreement and our breach or failure is not cured within thirty (30) days after notice from you; or
  - B. We admit in writing our insolvency, assign our assets for the benefit of creditors, enter any bankruptcy or reorganization proceeding (either voluntary or involuntary), are otherwise adjudicated bankrupt or insolvent, have all or substantially all of our assets subject to attachment, execution or other judicial seizure.
19. Our Remedies in Case of Your Default. If you are in default under this Agreement, we may take any one or more of the following actions at our option and in our discretion. If the law requires us to do so, we will give you notice and wait the stipulated period of time required before taking these actions. We may: terminate this Agreement and recover damages; take any action to correct your default and to prevent or reduce our loss; Proceed, by appropriate court to enforce performance of this Agreement and to recover damages for your default (including court costs attorneys' fees to the fullest extent allowed by law); and pursue any other remedy available to us in this Agreement or by law.
20. Your Remedies in Case of an Operator Default. If an Operator Default results in the failure or inability of the Project to produce Solar Energy for a period of three hundred sixty-five (365) consecutive days, you may terminate this Agreement without further obligation. In the case of any other Operator Default, your remedy is to proceed, by appropriate court, to enforce performance of this Agreement and to recover damages (including court costs and attorneys' fees to the fullest extent allowed by law and pursue any other remedy available to you in this Agreement or by law.
21. Financing Accommodations. In order to finance the construction and installation of the Project, we will borrow money from one or more lenders (each a "Lender") who will require that we provide them with a security interest in the Project, in our contracts with other customers, and in this Agreement and any amounts you owe us. For the benefit of our Lenders, you agree to the following provisions. You understand that we may finance the acquisition, development, installation, operation and maintenance of the Project with financing or other accommodations from one or more financial institutions and that our obligations to the Lender may be secured by, among other collateral, a pledge or collateral assignment of this Agreement, and the amounts due us under this Agreement and a security interest in the Project (collectively, the "Lender's Security Interest"). In order to facilitate the necessary financing, you consent to our granting the Lender's Security Interest. You acknowledge and agree that you and all of your rights under this Agreement are and will be subject and subordinate to the Lender's Security Interest (as may be later modified by any and all renewals, modifications, supplements, amendments, consolidations, replacements, substitutions, additions, and extensions).
22. Lender's Rights; Additional Information. The following provisions will apply for the benefit of our Lenders:
- A. A Lender will be entitled to, but not obligated to, exercise any of our rights and remedies under this Agreement. The Lender will also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the Project.
  - B. A Lender will have the right, but not the obligation, to pay all sums due from us under this Agreement and to perform any other act, duty or obligation required of us, and to cure any Operator Default in the time and manner provided by the terms of this Agreement. Except as provided below, nothing requires a Lender to cure an Operator Default, to perform any act, duty or obligation of the Operator under this Agreement, unless the Lender has succeeded to our rights under this Agreement, but Customer hereby gives Lender the option to do so.
  - C. If the Lender exercises its remedies under the Lender's Security Interest in the Project, including any sale by the Lender, whether by judicial proceeding or under any power of sale, or any conveyance from us to Lender (or its assignee) in lieu of a sale, the Lender will give you notice of the transfer or assignment of this Agreement. If Lender exercises these remedies, it will not constitute a default under this Agreement, and will not require your consent.
  - D. Upon any rejection or other termination of this Agreement under any process undertaken with respect to us under the United States Bankruptcy Code, or otherwise, you agree to enter into a new agreement with a Lender or its assignee under the same terms as this Agreement (except for those matters that have been satisfied) and for the remainder of the term if a Lender requests you to do so within ninety (90) days of the termination or rejection of this Agreement. You agree to enter such new agreement within thirty (30) days after your receipt of the Lender's request.
23. Lender's Right to Cure. Regardless of any contrary term of this Agreement:
- A. You will not exercise any of your rights under this Agreement in the case of an Operator Default unless you have given the Lenders written notice of that default simultaneously with your delivery of that notice to us. In your notice, you will describe the event giving rise to the Operator Default. In addition to our cure period, the Lenders will have an additional thirty (30) days (to run consecutively with our cure period) after the Lender's receipt of such notice or any longer period provided for in this Agreement to cure the subject Operator Default. If the Operator Default reasonably cannot be cured by the Lender within the period provided and the Lender commences and continuously pursues cure of the Operator Default within that period, the period for cure will be

extended for so long as required for the Lender to cure the default, but only if the Lender exercises continued efforts to cure the default. The Operator's and Customer's respective obligations will otherwise remain in effect during the cure period.

- B. If a Lender or its assignee (including any buyer or transferee) acquires title to or control of our assets and within the applicable time periods cures all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third person or entity, then the Lender or third party buyer or transferee will no longer be in default under this Agreement, and this Agreement will continue in full force and effect.
  - C. At the request of a Lender and/or its assignee, you agree to execute and deliver any document, instrument, or statement required by law or otherwise as reasonably requested by Lender or its assignee in order to create, perfect, continue or terminate the security interest in favor of Lender in all assets of the Operator (which include this Agreement), and to secure the obligations evidenced by Lender's Security Interest.
24. Cooperation. Upon a Customer Default or an Operator Default, the parties agree to cooperate with each other so as to preserve our right to the REC's and other non-energy benefits attributable to your Production Capacity and Solar Energy.
25. Tax Matters. We agree that, for Federal income tax purposes, the transactions described in the Agreement will be characterized as follows:
- A. You will purchase your Solar Energy from the Operator.
  - B. Your Solar Energy purchase will be treated as a service contract under Internal Revenue Code Section 7701(e).
  - C. We will sell your Solar Energy to the Utility as your agent under Solar\*Rewards Community Agency Agreement.
  - D. You will receive a monthly Bill Credit from the Utility in exchange for your Solar Energy.
  - E. Regardless of what any other provision of this Agreement may say to the contrary, you will not bear any significant financial burden if there is nonperformance by the Operator under this Agreement, as the phrase "any significant financial burden if there is nonperformance" is used in Section 7701(e)(4)(A)(ii) of the Internal Revenue Code. This prohibition also applies to any party related to you and includes you being deemed to bear any significant financial burden.
  - F. Regardless of what any other provision of this Agreement may say to the contrary, you will not be deemed to receive any significant financial benefit if the operating costs of the Project are less than the standard of performance and/or operation set forth in this Agreement, as the phrase "significant financial benefit if the operating costs of the Project are less than the standards of performance or operation" is used in Section 7701(e)(4)(A)(iii) of the Internal Revenue Code. This prohibition also applies to any party related to you.
  - G. Regardless of what any other provision of this Agreement may say to the contrary, or what any other agreement between the parties may say to the contrary, you will not have an option to purchase, and you will not be required to purchase, any portion of the Project. This prohibition also applies to any party related to you.
  - H. Regardless of what any other provision of this Agreement may say to the contrary, you will have no right to operate the Project, as that term is used in Internal Revenue Code Section 7701(e)(4)(A)(i). This prohibition also applies to any party related to you.

We agree that all tax returns, information statements, reporting requirements, and other filings related to taxes made by either party will be made so that they comply with the tax characterizations described in paragraphs (a) through (h) above, unless the law in effect at the time requires a party to do otherwise.

26. Force Majeure. If we are unable to perform all or some of our obligations under this Agreement because of a Force Majeure Event, we will be excused from whatever performance is affected by the Force Majeure Event, provided that: (a) as soon as is reasonably practical, we provide you with notice describing the Force Majeure Event; (b) the suspension of our obligations is limited to the scope and the duration required by the Force Majeure Event; and (c) no obligation of ours that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event will be excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by the Operator's fault or negligence. It will include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of God; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; tornado; hail; volcanic activity; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, power or voltage surge caused by someone other than us, including a grid supply voltage outside of the standard range specified by the utility's equipment or products (but not to the extent that any such availability of any of the foregoing results from the Operator's failure to have exercised reasonable diligence); any other Utility delay or emergency; failure of equipment not utilized by us or under our control; and, force majeure affecting one (1) or more of our subcontractors.

27. Termination upon Force Majeure. If we are prevented from performing under this Agreement by reason of Force Majeure for a consecutive period of three hundred sixty-five (365) calendar days during the Term, then either Party may terminate this Agreement, without liability on either of your or our parts to the other, upon thirty (30) days written notice. In no event shall a Force Majeure Event

excuse a party from the payment of money or the performance of its indemnity obligations under this Agreement.

28. Operator Indemnity. Subject to the limitations contained in Section 299, we agree to indemnify, defend and hold you harmless from and against any damages or losses directly attributable to a material breach of our obligations under this Agreement.
29. Limitations of Liability. Except for our indemnity obligations under Section 28 with respect to third party claims, we will not be liable to you for general, special, punitive, exemplary, indirect, incidental or consequential damages arising from or out of this Agreement. Our total liability to you under this Agreement will in no event exceed the aggregate of the payments made by you under this Agreement in the twelve (12) months that preceded your claim against us. That amount will be your sole and exclusive remedy and all other remedies or damages at law or equity are waived. We are not responsible for any consequential, incidental, punitive, exemplary or indirect damages, lost profits or losses relating to this Agreement, in tort or contract, including any negligence or otherwise. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE OPERATOR MAKES NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE Project OR THE OPERATOR'S OBLIGATIONS UNDER THIS AGREEMENT. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.
30. Dispute Resolution. Each party agrees that to expedite and control the costs of disputes, the resolution of any dispute relating to this Agreement ("Dispute") will be resolved according to the following procedures:
  - A. Unless otherwise agreed in writing, the parties agree to continue to perform each of our respective obligations under this Agreement during the course of the resolution of the Dispute.
  - B. Each party agrees to first try to informally resolve any Dispute. Accordingly, neither party will start a formal proceeding for at least forty-five (45) days after notifying the other in writing of the Dispute. Each party agrees to send our notice to the billing address set forth on the first page of this Agreement.
  - C. If, after the informal dispute resolution process set forth in Subsection B above does not result in a resolution of the dispute, the parties shall be free to seek any available relief.
  - D. To the fullest extent permitted by applicable law, the Parties hereby unequivocally waive the right to a jury trial of any matter related to this Agreement.
31. Miscellaneous.
  - A. Entire Agreement; Amendment; Waiver. This Agreement contains the entire agreement and understanding between the parties concerning this Agreement and supersedes any prior or contemporaneous agreement, either written or verbal. Any changes or amendments to, or waivers of, any provisions of this Agreement will only be effective if they are in writing and signed by both of us. Our failure at any time to require strict performance by you of any of the provisions of this Agreement will not waive or diminish our right thereafter to demand strict compliance by you of that provision or of any other provision of this Agreement. If any provision of this Agreement is determined to be unenforceable, the remaining provisions will be enforced in accordance with their terms or will be interpreted so as to make them enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which will include without limitation the obligation to make payments.
  - B. No Ownership; Liens. At no time during the term of this Agreement will you have any ownership in the Project, and nor will you have any lien of any kind, nature, or type in the Project. To the fullest extent permitted by applicable law, you hereby waive all such rights.
  - C. Further Assurances. You will perform all acts as we or a Lender request to give effect to the intent and purposes of this Agreement, including: giving consents to any assignments, encumbrances, pledges, or transfers permitted under this Agreement; executing estoppel certificates requested by us, or an existing or prospective Lender; providing such additional credit, financial, or electricity usage information concerning you as we or an Lender or prospective Lender may request; and, executing amendments to this Agreement, as may be required by any Lender or prospective Lender or assignee, provided, however, no such amendment will cause a material change to your, our, or a Lender's obligations or rights under this Agreement.
  - D. Binding Effect. This Agreement will be binding upon and inure to the benefit of each of us, and to our successors and permitted assigns, but nothing in this Agreement, express or implied, is intended to confer or will confer upon any other entity or person any benefits, rights or remedies except as expressly set forth in this Agreement.
  - E. Authority. You have the full power and authority to execute and deliver this Agreement and to perform your obligations hereunder. Your execution and performance of this Agreement and of your obligations under this Agreement have been duly authorized by all necessary action.
  - F. Marketing and Promotional Materials. We will have the right to use graphical representations or photography of the Project in our marketing and promotional materials. You agree to the use of your name and logo, if applicable, in our marketing materials in connection with the Project and any future Community Project or similar projects undertaken by the Operator. We agree not to disclose any other information in connection with our marketing and promotional materials.
  - G. Assignment by The Operator. The Operator may assign this Agreement along with all of our rights and obligations to any affiliate or third party without notice, for any purpose, including, the collection of unpaid amounts, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of its assets to another entity.

H. Counterparts. This Agreement may be signed in two or more counterparts with the same effect as if each party had signed and delivered the same counterpart, and shall become operative when each party has signed and delivered at least one counterpart. Each counterpart will be deemed to be an original for all purposes, and all counterparts together constitute one Agreement. Delivery of a counterpart of this Agreement by facsimile or other electronic means will be good and sufficient delivery, and a facsimile or other electronic transmission evidencing execution shall be effective as a valid and binding agreement between the parties for all purposes.

**I have read this Agreement and its Attachments in their entirety, and I acknowledge that I have received a complete copy of this Agreement.**

**Operator**

**Customer**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attachment A**  
**Acknowledgements**

Customer acknowledges the following:

1. Electricity Consumption; Rates. This agreement does not affect your ability to increase or decrease the amount of electricity you receive from the Utility. Your Bill Credit and your Monthly Payment are based on the amount of your Solar Energy produced, not your electricity consumption for any given month. If you consume less energy than the amount of your Solar Energy, your Bill Credit could be more than your electricity bill. In that case, the Utility will roll forward your Bill Credit to offset future applicable electricity charges. If you terminate your electricity service with the Utility before using all of your Bill Credits, they will expire and cannot be transferred. Your rate applicable to the Monthly Payment (see Attachment B) is independent of the rate applicable to your Bill Credit.
2. Changes in Xcel's Cost of Electricity and Bill Credits. Regulated utilities periodically seek increases in the rates that they charge with the Colorado Public Utilities Commission ("PUC"). Rate increases may change your Bill Credits. A change in rates as regulated by the PUC may increase or decrease the amount of bill credits for each ratepayer class. We have no authority with respect to changes in electricity rates charged to your ratepayer customer class. All rate changes are regulated by the Colorado PUC under Colorado law.
3. No Savings or Production Guaranty. Production of your Solar Energy will depend on a variety of factors beyond our control, including: including curtailment; Utility delay or emergencies; weather; and, equipment performance. We do not guaranty any level of production. We also do not guaranty that your participation in the Project will result in savings, as any potential savings will depend on a variety of factors beyond our control, including: Utility rate decreases/increases; fuel pricing; weather; and, equipment performance. Operator has and will have no practical ability to adjust the Project's operability or its relationship with the Utility in a way that could ensure a certain level of production or guaranty savings.
4. Tariff; Law; Regulations. You are familiar with your applicable tariff and with the laws and regulations that pertain to the Project, your electricity usage and to this Agreement, including C.R.S. §40-2-127, et seq., and Rule 3665, 4 CCR 723-3.

You agree that periodic changes in the amount of your Bill Credit, which may occur based on your level of electricity consumption or changes to rates and charges in Xcel's Tariffs as regulated by the Colorado PUC under Colorado Law, do not affect your obligation for the Monthly Payment. You also agree that you are responsible for your energy consumption and for assessing the impact of pricing dynamics for your meters on demand tariffs, and that your obligation for the Monthly Payment is independent of the resulting per kWh amount of your Bill Credit.



**Attachment B**  
**Contract Payment Schedule**

<b>Year</b>	<b>Subscriber Rate (\$ / kWh)</b>
1	\$0.0628
2	\$0.0637
3	\$0.0646
4	\$0.0654
5	\$0.0663
6	\$0.0672
7	\$0.0681
8	\$0.0690
9	\$0.0700
10	\$0.0709
11	\$0.0719
12	\$0.0728
13	\$0.0738
14	\$0.0748
15	\$0.0758
16	\$0.0769
17	\$0.0779
18	\$0.0789
19	\$0.0800
20	\$0.0811

**Attachment C**  
**Site Premises**

<b>Account</b>	<b>Premise</b>	<b>Site Address</b>	<b>County</b>
53-1000709-7	300019445	15 MAIN ST FRISCO CO 80443-9992	Summit
53-1000709-7	300044430	311 MAIN ST EVENT FRISCO CO 80443	Summit
53-1000709-7	300087697	214 MAIN ST BBQ-Perm FRISCO CO 80443	Summit
53-1000709-7	300126999	110 MAIN ST FRISCO CO 80443	Summit
53-1000709-7	300194539	299 MAIN ST BBQ-TEMP FRISCO CO 80443	Summit
53-1000709-7	303926484	106 GALENA ST FRISCO CO 80443	Summit
53-1034443-7	300029963	595 W MAIN ST FRISCO CO 80443	Summit
53-1034443-7	300153291	121 N SUMMIT BLVD FRISCO CO 80443	Summit
53-1227466-3	300025343	112 MAIN ST FRISCO CO 80443	Summit
53-1227466-3	300123658	616 RECREATION WAY FRISCO CO 80443	Summit
53-1227466-3	300128236	130 N SUMMIT BLVD FRISCO CO 80443	Summit
53-1227466-3	300129652	35 1/2 W MAIN ST FRISCO CO 80443	Summit
53-1227466-3	300131607	110 S 3RD AVE FRISCO CO 80443	Summit
53-1227466-3	300155014	300 MAIN ST FRISCO CO 80443	Summit
53-1227466-3	300173000	WALTER BYRON PARK RESTROOMS FRISCO CO 80443	Summit
53-0012464094-9	304792591	99 S 3RD AVE FRISCO CO 80443	Summit
53-4041041-9	300188553	98 MARINA RD FRISCO CO 80443	Summit
53-4041041-9	300204568	249 MARINA RD REST/SHOWR FRISCO CO 80443	Summit
53-4041041-9	304020919	98 MARINA RD ENTR SIGN FRISCO CO 80443	Summit
53-4041041-9	304048488	267 MARINA RD FRISCO CO 80443	Summit
53-4041041-9	304234013	249 MARINA RD FRISCO CO 80443	Summit
53-7592932-7	300004168	120 MAIN ST HP 1 FRISCO CO 80443	Summit
53-7592932-7	300046651	120 MAIN ST HST-1 FRISCO CO 80443	Summit
53-7592932-7	300089281	116 N MAIN ST HP 2 FRISCO CO 80443	Summit
53-7592932-7	300089351	120 MAIN ST HP 3 FRISCO CO 80443	Summit
53-7592932-7	300104042	120 MAIN ST HP 9 FRISCO CO 80443	Summit
53-7592932-7	300131778	120 MAIN ST HP 7 FRISCO CO 80443	Summit
53-7592932-7	300148607	120 MAIN ST HP 4 FRISCO CO 80443	Summit
53-7592932-7	300153255	120 MAIN ST HP 8 FRISCO CO 80443	Summit
53-7592932-7	300169174	120 MAIN ST GAZEBO HP6 FRISCO CO 80443	Summit
53-7592932-7	300174616	120 MAIN ST HP 5 FRISCO CO 80443	Summit
53-9758494-0	304296281	17 RECREATION WAY LIGHTS FRISCO CO 80443	Summit
53-9758494-0	304224725	452 RECREATION WAY A FRISCO CO 80443	Summit
53-9758494-0	304231117	611 RECREATION WAY FRISCO CO 80443	Summit
53-9758494-0	304235360	612 RECREATION WAY FRISCO CO 80443	Summit
53-9758494-0	304239501	623 RECREATION WAY SE PANEL FRISCO CO 80443	Summit
53-9758494-0	304484358	452 RECREATION WAY FRISCO CO 80443	Summit
53-0011742393-0	304662453	308 GALENA ST HM FRISCO CO 80443	Summit
53-1235617-3	300150205	306 GALENA ST FRISCO CO 80443	Summit

**Attachment C**  
**Site Premises (con't)**

<b>Account</b>	<b>Premise</b>	<b>Site Address</b>	<b>County</b>
53-1235617-3	300174517	115 GRANITE ST FRISCO CO 80443	Summit
53-0012487828-5	304796982	102 SCHOOL RD 1 FRISCO CO 80443	Summit
53-0012487832-1	304796983	102 SCHOOL RD 2 FRISCO CO 80443	Summit
53-1000709-7	304239939	109 N 5TH AVE FRISCO CO 80443	Summit
53-1034443-7	300069116	213 GALENA ST FRISCO CO 80443	Summit
53-1034443-7	300069820	299 COUNTY ROAD 1235 FRISCO CO 80443	Summit
53-1034443-7	300116565	828 MEADOW DR FRISCO CO 80443	Summit
53-1034443-7	300131188	80 HAWN DR FRISCO CO 80443	Summit
53-0010948072-7	304521392	15 N 1ST AVE STREET_LIT FRISCO CO 80443	Summit
53-0011832524-0	304677860	612 RECREATION WAY WELL HSE FRISCO CO 80443	Summit
53-1227466-3	300088978	102 SCHOOL RD FRISCO CO 80443	Summit
53-1227466-3	300173022	1 W MAIN ST FRISCO CO 80443	Summit
53-9758494-0	304231085	610 RECREATION WAY PUMP HSE FRISCO CO 80443	Summit
53-9758494-0	304231116	621 RECREATION WAY FRISCO CO 80443	Summit
53-9758494-0	304232717	539 RECREATION WAY MAGIC CARP FRISCO CO 80443	Summit