

Introduced _____
Public Hearing _____
Council Action _____
Executive Action _____
Effective Date _____

County Council of Howard County, Maryland

2026 Legislative Session

Legislative Day No. 4

Bill No. 19 -2026

Introduced by: The Chairperson at the request of the County Executive

Short Title: Multiyear Renewable Energy Power Purchase Agreement with CI Renewables
HCPS LLC – Howard County, HCPSS and HCC

Title: AN ACT pursuant to Section 612 of the Howard County Charter, approving a multiyear Renewable Energy Power Purchase Agreement between Howard County, Maryland, the Howard County Public School System, Howard Community College, and CI Renewables HCPS, LLC, for the purchase of electric power for a term of 25 years, with the option for renewals; authorizing the County Executive to take certain actions in connection with the Agreement.

Introduced and read first time _____, 2026. Ordered posted and hearing scheduled.

By order _____
Michelle Harrod, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on _____, 2026.

By order _____
Michelle Harrod, Administrator

This Bill was read the third time on _____, 2026 and Passed ____, Passed with amendments ____, Failed ____.

By order _____
Michelle Harrod, Administrator

Sealed with the County Seal and presented to the County Executive for his approval this ____ day of _____, 2026 at ____ a.m./p.m.

By order _____
Michelle Harrod, Administrator

Approved/Vetoed by the County Executive _____, 2026.

Calvin Ball, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; ~~Strike out~~ indicates material deleted by amendment; Underlining indicates material added by amendment.

1 **WHEREAS**, Howard County is committed to creating a more vibrant, healthy,
2 resilient, prosperous, and sustainable community and the County published Howard County
3 Climate Forward: Climate Action and Resiliency Plan in June 2023; and

4
5 **WHEREAS**, the Climate Forward Plan establishes the County’s ambitious
6 greenhouse gas emission (GHG) goal: reduce GHG emissions 60% below 2005 levels by
7 2030 and achieve net zero emissions by 2045; and

8
9 **WHEREAS**, increasing renewable energy is a key strategy to achieve this goal and
10 the County recognizes the importance of leading by example and maximizing solar
11 installations on County-owned property; and

12
13 **WHEREAS**, Pursuant to an August 11, 2025 Memorandum of Understanding
14 (MOU) executed by the County, Howard County Public School System (“HCPSS”), and
15 Howard Community College (“HCC”), the three entities (collectively the “Partners”) are
16 interested in hosting solar facilities on their respective properties and purchasing the power
17 generated from these facilities; and

18
19 **WHEREAS**, together, the Partners, issued Request for Proposal No. 21-2025 (the
20 “RFP”) on March 31, 2025 for renewable energy to be provided to various buildings and
21 locations in Howard County generated by solar facilities built, owned, and operated by an
22 energy provider with 100% of the capital, operations, maintenance, and decommissioning
23 costs for such solar facilities to be provided by such energy provider; and

24
25 **WHEREAS**, CI Renewables HPCS LLC, a Maryland limited liability company, (the
26 “Power Provider”) responded to and was awarded the RFP; and

27
28 **WHEREAS**, pursuant to the RFP Award, the Power Provider intends to finance,
29 construct, own, maintain, operate, and decommission solar facilities in Howard County that
30 will produce renewable energy that the Partners will purchase in accordance with a

1 Renewable Energy Power Purchase Agreement, substantially in the form attached as Exhibit
2 1; and

3

4 **WHEREAS**, the Renewable Energy Power Purchase Agreement requires payment
5 by the County of funds from an appropriation in a later fiscal year and therefore requires
6 County Council approval as a multi-year agreement pursuant to Section 612 of the Howard
7 County Charter.

8

9 **NOW, THEREFORE,**

10

11 ***Section 1. Be It Enacted*** by the County Council of Howard County, Maryland, that, in
12 accordance with Section 612 of the Howard County Charter, it approves the it approves the
13 purchase of renewable energy generated by solar facilities in a Renewable Energy Power
14 Purchase Agreement between Howard County, Maryland, the Howard County Public School
15 System, Howard Community College, and CI Renewables HCPS, LLC, substantially in the
16 form attached as Exhibit 1.

17

18 ***Section 2. And Be It Further Enacted*** by the County Council of Howard County, Maryland,
19 that the County Executive is authorized to enter into a Renewable Energy Power Purchase
20 Agreement to purchase renewable energy power from solar facilities located on County sites
21 and other sites for a term of twenty-five years, with options for renewals in the name of and
22 on behalf of the County.

23

24 ***Section 3. And Be It Further Enacted*** by the County Council of Howard County, Maryland,
25 that the County Executive, prior to execution and delivery of the Renewable Energy Power
26 Purchase Agreement, may negotiate such changes or modifications to the Agreement as he
27 deems appropriate in order to accomplish the purpose of the transaction authorized by this
28 Act, provided that such changes or modifications shall be within the scope of the transaction
29 authorized by this Act; and the execution of the Agreement by the County Executive shall be
30 conclusive evidence of the approval by the County Executive of all changes or modifications

1 *to the Agreement , and the Agreement shall thereupon become binding on the County in*
2 *accordance with its terms.*

3

4 ***Section 4. And Be It Further Enacted*** *by the County Council of Howard County, Maryland,*
5 *that this Act shall become effective immediately upon its enactment.*

RENEWABLE ENERGY POWER PURCHASE AGREEMENT

between

HOWARD COUNTY, MARYLAND;

HOWARD COUNTY PUBLIC SCHOOL SYSTEM;

HOWARD COMMUNITY COLLEGE;

and

CI RENEWABLES HCPSS LLC

Dated as of _____, 2026

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EXHIBIT H FORM OF RENEWABLE ENERGY INVOICE
EXHIBIT I FORM OF PILOT AGREEMENT¹
EXHIBIT J AFFIDAVIT OF ETHICS COMPLIANCE
EXHIBIT K..... CONSTRUCTION, SITE MANAGEMENT AND OCCUPANCY
REQUIREMENTS FORHCPSS

RENEWABLE ENERGY POWER PURCHASE AGREEMENT

This Renewable Energy Power Purchase Agreement is made and entered into as of this ___ day of _____, 2026 (the “**Effective Date**”) (the “**PPA**” or “**Agreement**”), between CI RENEWABLES HPCS LLC², a Maryland limited liability company (“**Power Provider**”) whose address is 2 Village Square, Suite 252, Baltimore, Maryland 21210 and HOWARD COUNTY, MARYLAND, a body corporate and politic whose address is 3430 Court House Drive, Ellicott City, Maryland 21043, (“**County**”), Howard County Public School System, a body corporate and politic whose address is 10910 Clarksville Pike, Ellicott City, MD 21042 (“**HCPSS**”), Howard Community College, a body corporate and politic whose address is 10901 Little Patuxent Parkway, Columbia, Maryland 21043 (“**HCC**” and together with County and HCC, each a “**Partner**”) and, together with Power Provider, each, a “**Party**” and together, the “**Parties.**” Each Partner shall be deemed to be a “**Purchaser**” solely with respect to the Systems (as defined herein), Purchaser Sites (as defined herein) and Premises (as defined herein) assigned to such Partner in Exhibit A, B or C, as applicable.

RECITALS:

A. Howard County government is committed to creating a more vibrant, healthy, resilient, prosperous, and sustainable community. The County published Howard County Climate Forward: Climate Action and Resiliency Plan in 2023. Climate Forward establishes the County’s ambitious greenhouse gas emission (GHG) goal: reduce GHG emissions 60% below 2005 levels by 2030 and achieve net zero emission by 2045. Increasing renewable energy is a key strategy to achieve this goal. The County recognizes the importance of leading by example and maximizing solar installations on County-owned property. In addition, HCPSS, and HCC are interested in hosting solar facilities on their properties and purchasing the power generated from these facilities.

B. Together, the Partners, drafted a Request for Proposal for solar project development. County issued RFP No. 21-2025 (the “**RFP**”) on behalf of the Partners on March 31, 2025 for solar Renewable Energy to be provided to various buildings and locations in Howard County generated by Solar Facilities (as defined herein) built, owned and operated by an energy provider with 100% of the capital, operations, maintenance, and decommissioning costs for such Solar Facilities to be provided by such energy provider. Power Provider responded to the RFP on May 14, 2025. On December 19, 2025, County notified Power Provider that it was awarded the contract for the RFP (“**RFP Award**”).

C. Pursuant to the RFP Award, Power Provider intends to finance, construct, own, operate, and decommission Solar Facilities in Howard County that will supply Renewable Energy (as defined herein) to the Partners. Each of the Partners have executed this Agreement and plans to be a Purchaser with respect to each System and Premises assigned to such Partner in accordance with the exhibit assigned to such Partner, attached hereto and incorporate herein as Exhibits A, B and C.

D. This Agreement sets forth the terms and conditions under which Power Provider or a Affiliate shall deliver Renewable Energy on designated areas (each, a “**Purchaser Site**”) of certain

land and buildings identified on Exhibit A, B and C hereto, as may be amended from time to time in accordance with this Agreement or by mutual agreement of the Parties (each, a “**Premises**”). Subject to the terms of this Agreement, Power Provider shall have sole discretion over whether to accept a Purchaser Site, which are deemed accepted by Power Provider after Power Provider accepts the results of a Feasibility Study and full satisfaction of the conditions precedent to such Purchaser Site, in each case, as further provided in this Agreement.

E. Power Provider will be granted a license from the applicable Purchaser for each Purchaser Site for the purposes of this Agreement granting Power Provider the exclusive right to locate, build and operate certain Solar Facilities on the Purchaser Sites. Each Purchaser and Power Provider may amend the Exhibit pertaining to its individual sites to add additional Purchaser Sites and Solar Facilities as provided for in this Agreement. The updated Exhibit, as agreed to mutually in writing by the Purchaser that owns the properties listed in the Exhibit and the Power Provider, will be automatically incorporated into this Agreement. Each license granted in accordance with this Agreement will be specific to a Purchaser Site for a Solar Facility and will be distinct from all other licenses granted in accordance with this Agreement. In all cases, each license will be subject to the terms and conditions of this Agreement, and the Parties agree this Agreement shall govern in the case of conflict between the license and this Agreement.

F. Except as provided in Section 1.5(C) in respect of a community solar project, Power Provider desires to sell to each Purchaser, and each Purchaser desires to purchase from Power Provider, all of the Renewable Energy generated by the Solar Facilities in accordance with the terms of this Agreement using net metering and aggregated net energy metering regulations as provided in Code of Maryland Administrative Regulations Title 20, Subtitle 50, Chapter 10.

G. Except as provided in Section 1.5(C) in respect of a community solar project, each Purchaser desires to purchase the Renewable Energy generated by each applicable Solar Facility to supply government operations at the respective Premises via Interconnection Agreements with the Local Electric Utility using net metering and aggregated net energy metering as provided in Code of Maryland Administrative Regulations Title 20, Subtitle 50, Chapter 10.

H. Power Provider desires to develop, finance build, operate, and decommission the Solar Facilities with no capital investment by the Purchaser.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 Definitions. In addition to other terms specifically defined elsewhere in this Agreement, where capitalized, the following words and phrases shall be defined as follows:

“Actual Monthly Production” means the amount of Renewable Energy recorded by the Metering Device at a Solar Facility during each calendar month of the Term, pursuant to Section 6.1.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such first Person. For the purposes of this definition, “control” and its derivatives mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or otherwise. “Control” may be deemed to exist notwithstanding that a Person owns or holds, directly or indirectly, less than fifty percent (50%) of the beneficial equity interest in another Person.

“Applicable Laws” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority. Applicable Laws also means the Howard County Risk Management Program as detailed in Howard County Policy Number 200.1.

“Assignment” has the meaning set forth in Section 13.

“Bankrupt” means, with respect to an entity, such entity (i) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, or has any such petition filed or commenced against it that is not dismissed within sixty (60) days of such filing or commencement; (ii) makes a general assignment for the benefit of its creditors; (iii) otherwise becomes bankrupt or insolvent (however evidenced); (iv) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any substantial portion of its property or assets; or (v) is generally unable to pay its debts as they fall due.

“Business Day” means each workday Monday through Friday that is not a federal, State of Maryland, or County holiday.

“Capacity” refers to the maximum electrical energy that a Solar Facility can generate under ideal, standard test conditions. This value is given in watts (w), kilowatts (kW), or megawatts (MW) DC (direct current). Capacity is calculated by multiplying the number of solar panels by the capacity of each panel.

“Change in Law” means, after the Effective Date, (a) the adoption, enactment, repeal, modification, or reinterpretation of any Applicable Law, Governmental Approval, or utility or interconnection requirement, or (b) any change in tax law, incentive program, net metering program, community solar program, interconnection standards, or permitting requirements, in each case that was not in effect or publicly proposed as of the Effective Date.

“Completion Notice” means a written notice delivered by Power Provider to Purchaser specifying the Commercial Operation Date (the form of which is attached as Exhibit E).

“Commercial Operations Date” or “COD” means, for each Solar Facility, the date, as specified in the Completion Notice for such Solar Facility, on which the requirements in Section 4 have been achieved for such Solar Facility.

“Contract Price” means a baseline price of \$0.1096/kWh as adjusted pursuant to Section 5.1.³

“Contract Year” means, with respect to each Solar Facility, the period beginning on the Commercial Operations Date of such Solar Facility and ending one year later, and every subsequent one-year period thereafter until the Agreement terminates with respect to such Solar Facility; for clarity, each Solar Facility will have its own Contract Year based on its Commercial Operations Date and each anniversary thereof.

“Data Acquisition System” or “DAS” means a system that provides continuous real-time energy generation data for each Solar Facility and includes a data interface and internet connections that allow Purchaser to access real-time energy generation information online and is suitable for display on Purchaser websites or publicly viewable monitors in Purchaser’s buildings.

“Delivery Point” means the physical location where each Solar Facility delivers its generated Renewable Energy to the Metering Device installed by the Power Provider at a Purchaser Site.

“Designs” has the meaning ascribed in the Section 4.1(A)(7) and shall be updated by Power Provider at the Commercial Operations Date to reflect the as-built Solar Facility.

“Effective Date” has the meaning set forth in the preamble hereof.

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to energy generation by a Solar Facility and its avoided emission of pollutants. Environmental Attributes include but are not limited to Renewable Energy Credits (RECs), as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (3) the reporting rights to these avoided emissions, such as Environmental Attribute Reporting Rights. Environmental Attribute Reporting Rights are the right of an Environmental Attribute purchaser to report the ownership of accumulated Environmental Attributes in compliance with federal or state law, if applicable, and to a federal or state

agency or any other party at the Environmental Attribute Purchaser's discretion, and include without limitation those Environmental Attribute Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) Tax Incentives or (iii) fuel-related subsidies or "tipping fees" that may be paid to Power Provider to accept certain fuels, or local subsidies received by the Power Provider for the destruction of particular preexisting pollutants or the promotion of local environmental benefits.

"Event of Default" shall have the meaning ascribed to it in Section 11.

"Fair Market Value" shall mean the amount that would be received in an arms-length transaction between an informed and willing buyer and an informed and willing seller, under no compulsion, respectively, to buy or sell such interest(s), taking into account (i) the Solar Facility's remaining useful life, condition, and performance; (ii) current and projected energy prices; (iii) prevailing market terms for similar solar systems; and (iv) all applicable tax credits, depreciation, and incentive recapture rules (or lack thereof).

"Expected Annual Energy Production" or "EAEP" means energy generation each Solar Facility is expected to generate based on its final constructed size, location, and associated attributes. The initial EAEP is shown in Exhibit D, and may include an annual degradation factor of up to 0.5%. Power Provider will provide a final EAEP to reflect the final as-built Designs for each Solar Facility after the applicable Commercial Operations Date. Exhibit D shall be amended to reflect such updated EAEP as verified by an independent professional engineer selected and paid for by the Power Provider and licensed to practice in the State of Maryland.

"Feasibility Study" means (i) a mechanical, structural, and electrical analysis performed by the Power Provider to determine whether Power Provider reasonably believes that a Solar Facility can be constructed, maintained and operated at a proposed Purchaser Site for a term of at least twenty-five years in accordance with the terms and conditions of this Agreement (including, without limitation, the Contract Price and any limitations on scheduling the Installation Work) or (ii) a written analysis describing why Power Provider reasonably believes that a Solar Facility at a proposed Purchaser Site is not feasible. To ensure the accuracy of the Feasibility Study, the Purchaser shall provide necessary information concerning the existing communications, including radio, internet, and telephone, at the relevant Purchaser Site.

"FERC" means the Federal Energy Regulatory Commission.

"Force Majeure Event" has the meaning set forth in Section 10.

"Governmental Approval" means all applications, approvals, licenses, franchises, certificates, concessions, consents, authorizations, approvals, registrations, orders, filings, entitlements and similar requirements of whatever kind and however described which are

required to be obtained or maintained by any Person with respect to the development, siting, design, acquisition, construction, equipping, financing, ownership, possession, shakedown, start-up, testing, operation or maintenance of a Solar Facility, the production and delivery of Renewable Energy and Environmental Attributes, or any other transactions or matter contemplated by this Agreement (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements).

“Governmental Authority” means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

“Governmental and Grid Charges” means all applicable federal, state and local taxes (other than taxes based on income but including, without limitation, real or personal property, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, license fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, independent system operator, utility, transmission and distribution provider or other similar entity on or with respect to the production or sale of Energy produced by a Solar Facility or performance under this Agreement.

“Hazardous Substances and Materials” shall include, without limitation, those biologically or chemically active or hazardous wastes, hazardous substances, hazardous materials, toxic waste, toxic materials or toxic substances described in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended; the Resource Conservation and Recovery Act (RCRA) of 1976, as amended, the Oil Pollution Act of 1990, as amended; any similar and applicable federal, state or local laws relating to environmental requirements imposing standards of conduct regarding, or imposing liability for biologically or chemically active or other hazardous substances, materials, or waste, whether federal, state or local; and the regulations adopted under these acts.

“Initial Term” has the meaning set forth in Section 2.1.

“Installation Work” means the construction and installation of each Solar Facility and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Power Provider, at Power Provider’s expense, at the Purchaser Sites.

“Interconnection Agreement” means each agreement between the Purchaser and the Local Electric Utility regarding the metering of each Solar Facility at each Purchaser Site.

“Interconnection Equipment” means the equipment and upgrades to the Local Electric Utility equipment necessary to establish the Interconnection Point as detailed in each Interconnection Agreement.

“Interconnection Point” means the physical location where each Solar Facility delivers its generated Renewable Energy to the Local Electric Utility’s electric distribution system at each Purchaser Site.

“Lender” means, if applicable, any Person providing construction or term debt for any of the Solar Facilities or any part thereof and any tax equity or equity investor for any of the Solar Facilities.

“Liens” has the meaning set forth in Section 7.1(d).

“Local Electric Utility” means the local electric distribution owner and operator providing electric distribution and interconnection services to a Purchaser Site.

“Losses” means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys’ fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

“Maryland PSC” means the Maryland Public Service Commission.

“Material Adverse Effect” means, with respect to a specific Solar Facility or Purchaser Site, any event, circumstance, condition, or change that, individually or in the aggregate, materially and adversely affects (a) the ability to construct, finance, interconnect, own, or operate such Solar Facility, or (b) the economic or financial viability of such Solar Facility as reasonably determined by Power Provider in good faith.

“Metering Device” means all meters owned and installed by the Power Provider at or immediately before a Delivery Point that are part of a Solar Facility and that are needed for the registration, recording, and transmission of information regarding the Renewable Energy generated by the Solar Facility and delivered to the Delivery Point.

“Option Price” has the meaning set forth in Section 6.11(D).

“Party” or “Parties” has the meaning set forth in the preamble hereof.

“Permitted Transfer” shall have the meaning ascribed to it in Section 11.10(A).

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Project Entity” means any special-purpose limited liability company or other entity (owned or controlled by the Power Provider) that directly or indirectly owns, leases, or holds the Solar Facilities or a specific Solar Facility, including any entity formed for financing, tax equity, or investment purposes.

“Power Provider” has the meaning set forth in the preamble, and, subject to the terms herein, each of the applicable Affiliates of such Power Provider is authorized to develop, construct, maintain, operate, and decommission a Solar Facility at each Purchaser Site following a permitted assignment of this Agreement as provided in Section 10.10(c). For the avoidance of doubt, each Solar Facility and Purchaser Site shall have a separate Power Provider subject to the terms and conditions of this Agreement.

“PPA” means this Renewable Energy Power Purchase Agreement, including the preamble and the exhibits attached hereto, which are integral parts hereof and incorporated herein by reference.

“Premises” has the meaning ascribed in the recitals to this Agreement.

“Plan” has the meaning ascribed in the Section 4.2(I).

“Power Provider Event of Default” has the meaning set forth in Section 11.2.

“Purchase Price” shall mean the final adjusted Contract Price (adjusted as further outlined in this Agreement) in an amount per kWh to be paid by Purchaser to Power Provider as further provided and determined in Section 5.1.

“Renewable Energy” means electricity generated by the Solar Facilities.

“Renewable Energy Charge” has the meaning set forth in Section 6.2.

“Renewable Energy Credit” or “REC” means any and all federal, state or local renewable energy or emissions credits, offsets, or green tags, whether related to any renewable portfolio standard, renewable energy purchase requirement, carbon cap or trade market, or otherwise, whether existing as of the Effective Date or enacted thereafter and whether available to Power Provider as owner of the Solar Facilities or producer of Renewable Energy or available to Purchaser as the purchaser or user of Renewable Energy, including without limitation all credits from the generation attributes that is derived from a Tier 1 renewable source pursuant to Public Utilities Article, §7-701, Annotated Code of Maryland, as amended from time to time.

“Requirements” has the meaning set forth in Section 8.2.

“RFP” has the meaning set forth in the Recitals.

“Site Electrical System” means Purchaser’s existing building electrical systems that are owned, leased, operated, maintained or controlled by the Purchaser.

“Solar Facilities” means more than one Solar Facility.

“Solar Facility” means each solar photovoltaic generating system described on Exhibits A, B and C, including but not limited to all solar energy panels, mounting systems, carports, lighting fixtures (but not light bulbs or replacement lights), tracking devices, inverters, switches, Metering Devices, ballasts, disconnects, conduits, wires, controls, integrators, Data Acquisition System, and other related equipment and components installed on each Purchaser Site and electric lines and conduits required to connect such equipment to the Delivery Point. The Solar Facility does not include the Site Electrical System located at a Premises or improvements needed to Purchaser’s electric system at a Premises in order to meet code requirements or accept the Renewable Energy from the Solar Facility.

“State” means the State of Maryland.

“Solar Facility Acceptance Testing” has the meaning set forth in Section 4.6.

“Solar Facility Operations” means all actions, including monitoring and maintaining each Solar Facility, reasonably necessary for Power Provider to fulfill its covenants under Section 7.1.

“Tax Incentive” means any and all federal, state or local rebates, tax credits, energy production credits, or depreciation incentives related to any renewable portfolio standard or other renewable energy purchase requirement or otherwise, whether existing as of the Effective Date or enacted thereafter and whether available to Power Producer as producer of the Renewable Energy or available to Purchaser as the purchaser or user of the Renewable Energy.

“Term” means, for each Solar Facility, the Initial Term together with any applicable Extension Terms.

“Termination for Convenience Payment” shall mean an amount equal to the Fair Market Value of any Solar Facility, including the costs of decommissioning if the County does not take title to the Solar Facility.

- 1.2 Interpretation. The recitals and the attached Exhibits are incorporated herein by reference and made a part of this Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement. Words in this Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. All references made in this Agreement in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders. The words “include”, “includes”, and “including” mean include, includes, and including “without limitation” and “without limitation by specification.” The words “hereof”, “herein”, and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement. Except as the context otherwise indicates, all references to “Exhibits,” “Articles” and “Sections” refer to Exhibits, Articles and Sections of this Agreement.

- 1.3 Contract Documents. The following include the “**Contract Documents**” as amended, under this PPA and any inconsistencies shall be resolved in the following order of priority:
- A. PPA
 - B. RFP
 - C. Power Provider’s RFP Technical and Financial Proposals submitted on May 14, 2025, including the Power Provider’s BAFO, submitted on or about July 15, 2025

The obligations, representations, terms and conditions set forth in the Contract Documents are provisions of this Agreement. The official copy of the Contract Documents, which shall govern for all purposes related to this PPA and in the event of any dispute arising under this Agreement, shall be housed at the Howard County Office of Purchasing located at:

6751 Columbia Gateway Drive
Suite 2
Columbia, Maryland 21046

- 1.4 Several Obligations. Notwithstanding anything to the contrary in this Agreement, each Purchaser’s obligations, covenants, liabilities, remedies, defaults, suspensions, and termination rights under this Agreement are several and not joint. Each Purchaser is responsible solely with respect to the Solar Facilities, Purchaser Sites, and Premises assigned to such Purchaser in Exhibits A, B or C. No act, omission, default, suspension, non-appropriation, or termination by or affecting one Purchaser or Purchaser Site or its Solar Facilities shall affect, impair, or be deemed to constitute a default or give rise to any right or remedy with respect to any other Purchaser or Purchaser Site or any other Solar Facility.
- 1.5 License Grant. As a condition to the Power Provider’s obligations under this Agreement with respect to any specific Solar Facility, the Purchaser shall enter into a separate license agreement for each Purchaser Site⁴, granting to Power Provider or an Affiliate or Project Entity a non-exclusive license for general access to the applicable Purchaser Site and an exclusive license over the Solar Facility footprint, setback areas, conduits, and equipment zones to install, construct, operate, maintain and remove the Solar Facility in the areas designated by the Plan, in accordance with the terms of this Agreement, and for no other purpose (the “**License**”). The terms of each License shall be substantially in the form attached as Exhibit G, and shall not (i) contain any provision that materially increases Power Provider’s obligations, risks, liabilities, or costs beyond those set forth in this Agreement, and (ii) be unreasonably withheld, conditioned, or delayed by the Purchaser. Notwithstanding the foregoing, Power Provider agrees that the License may contain terms specific to each Project Site.

No License shall include any right of revocation, termination for convenience, or other termination right except as expressly set forth in this Agreement. Each License shall include a covenant of quiet enjoyment and customary non-disturbance covenants for so long as Power Provider, any Project Entity, or any Lender is performing its obligations

under this Agreement in accordance with this Agreement. Each License shall expressly permit use, enjoyment, and enforcement of the License by Power Provider, any Project Entity, and any Lender and their respective successors and assigns. Each License shall permit the recording of a memorandum of license and any UCC fixture filings or disclaimers reasonably required by Power Provider or its Lenders. Except for an Event of Default, no termination of this Agreement or any License shall require Power Provider to vacate a Purchaser Site until Power Provider has been paid in full the Termination for Convenience Payment or Option Price, as applicable.

A separate License shall be executed for each Purchaser Site. Notwithstanding the foregoing and subject to Article 3, Power Provider shall have the right to undertake substantially similar pre-construction, feasibility, construction, development, operation and maintenance activities as those described in this Agreement for a community solar project on the Purchaser Site identified as Route 40/Marriottsville Road Property on Exhibit C⁵ (the “**Route 40 Site**”) pursuant to a separately negotiated community solar license agreement that shall convey substantially similar rights as those described for any License with such changes as may be required for Power Provider to comply with Applicable Law and utility requirements for community solar projects in Maryland (the “**Community Solar License**”). For the avoidance of doubt, the Parties intend to enter into such Community Solar License contemporaneously with this Agreement.⁶

2. TERM AND TERMINATION.

2.1 Term. The initial term of this Agreement with respect to each Solar Facility shall commence on the Effective Date and continue as to each Solar Facility until the last day of the month which is twenty-five (25) years following the Commercial Operations Date of such Solar Facility (unless the Purchaser and Power Provider mutually agree in writing to a shorter term), unless sooner terminated in accordance with the terms of this Agreement (the “**Initial Term**”). After the conclusion of each Initial Term with respect to each Solar Facility, the Parties may mutually agree in writing to extend the term of this Agreement on a per Solar Facility basis for up to two (2) additional terms of five (5) years (each an “**Extension Term**”). This Agreement shall be effective from the Effective Date until the expiration of all Terms applicable to each Solar Facility. For avoidance of doubt, each Solar Facility shall have its own Term.

2.2 Suspension Due to Non-Appropriation of Funds.

If the Howard County Council fails to appropriate funds to the Purchaser hereunder for any fiscal period succeeding the first fiscal period such that Purchaser is unable to fulfill its payment obligations, the Purchaser may suspend its obligations to pay the Renewable Energy Charge and Power Provider’s performance obligations under this Agreement as of the beginning of the fiscal year for which funds were not appropriated. The effect of such suspension shall be to discharge during such period of non-appropriation Power Provider

⁵ NTD: To be the ground mount site at the Route 40 Project.

⁶ NTD: Because of the regulatory differences between an ANEM project and community solar project, a separate license for the community solar project is necessary.

from its obligations to deliver the Renewable Energy to Purchaser and the Purchaser from its obligations to pay the Renewable Energy Charge to Power Provider during such suspension. The Purchaser shall notify the Power Provider in writing as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first. The Purchaser will take all reasonable steps to seek appropriations each year.

Any suspension under this Section shall apply solely to the Purchaser and Solar Facilities affected by such non-appropriation for each Purchaser Site affected and shall not affect any other Purchaser, Purchaser Site, or Solar Facility. During any period of suspension under this Section, the applicable Power Provider, Purchaser Site, and Solar Facility may continue its operations and, to the extent permitted by Applicable Law, sell Renewable Energy and RECs to any alternative purchaser in such Power Provider's sole discretion. If such suspension lasts for thirty (30) or more days and following a written notice from Power Provider to the affected Purchaser, Purchaser shall pay the Termination for Convenience Payment or shall grant permission to the Power Provider to convert the affected Solar Facility and the sale of Renewable Energy and RECs from such facility under this Agreement to a community solar project (a "**Community Solar Conversion**"). In such case, the affected Purchaser agrees to cooperate with Power Provider to replace the affected License with a Community Solar License and execute such amendments, terminations and other agreements reasonably determined by Power Provider to be necessary to effectuate a Community Solar Conversion.

If a suspension under this Section continues for more than one County fiscal year with respect to any Solar Facility, Power Provider may, upon written notice, terminate this Agreement solely as to such Solar Facility without further obligation to such Purchaser beyond either making the Termination for Convenience Payment or permitting the Power Provider to have the unrestricted right to continue to operate, repurpose, relocate, or sell Renewable Energy and RECs from such Solar Facility for the duration of the Term (including in connection with a Community Solar Conversion).

- 2.3 Termination for Convenience. The Purchaser for each Purchaser Site may terminate this Agreement for convenience with respect to a Solar Facility prior to the Commercial Operations Date of such Solar Facility whenever Purchaser shall determine that such termination is in the best interest of the Purchaser, provided that (i) Purchaser provides thirty (30) days prior written notice of such termination to Power Provider (a "**Termination for Convenience Notice**") and (ii) Purchaser pays the Termination for Convenience Payment for each applicable Solar Facility to the Power Provider as of the date of such termination. Following Termination for Convenience Notice, the applicable Purchaser and Power Provider shall endeavor in good faith to agree on the Fair Market Value of the applicable Solar Facility. If the Parties cannot agree upon the Fair Market Value within a thirty (30) day period, then the Parties shall select by mutual agreement, an Independent Appraiser. Such Independent Appraiser shall determine the Fair Market Value and shall set forth such determination in a written opinion delivered to Purchaser and Power Provider. The costs of the appraisal shall be borne by the Parties equally. If the Parties cannot agree upon an appraiser, they shall request the American Arbitration Association to select an Independent Appraiser. The fees, if any, of the American Arbitration Association,

shall be shared equally by the Parties. Such termination with respect to a particular Solar Facility will not affect any other Solar Facility, and this Agreement shall remain in full force and effect with respect to all other Solar Facilities not so terminated.

2.4 Delays and Extensions of Time. The Power Provider agrees to use commercially reasonable efforts to do the work required under this Agreement continuously and diligently. No charges or claims for damages shall be made by Power Provider for any delays or hindrances from any cause whatsoever except for delays or hindrances arising out of or a result of the Purchaser, its employees, contractors, or agents negligence, willful misconduct or actions or inactions that adversely affect Power Provider's performance of its obligations under this Agreement (collectively, "**Purchaser Delay**").

A. Purchaser agrees to allow Power Provider to complete the Installation Work in accordance with each estimated Construction Schedule, as may be updated from time to time by Power Provider (taking into account reasonable input from the applicable Purchaser). Purchaser shall not unreasonably delay, prevent, or hinder Power Provider's completion of the activities contemplated hereunder.

3. CONDITIONS PRECEDENT.

3.1 Conditions Precedent to Solar Facility Construction. Notwithstanding anything to the contrary in this Agreement, as to each Solar Facility at each of the Purchaser Sites, Power Provider's obligation to commence construction of the Solar Facility and to perform any other obligations in respect of such Solar Facility under this Agreement (except for Power Provider's obligations under Section 4.2(A)) shall be contingent upon completion of the following conditions precedent:

A. Power Provider shall have obtained all Governmental Approvals required for the lawful operation of the applicable Solar Facility and for Power Provider to perform its obligations under the Agreement, including but not limited to Conditional Use, Environmental Concept Plan approval, Site Development Plan approval, and any approvals required from Maryland Department of the Environment;

B. No Event of Default by the Purchaser or Power Provider shall be occurring, provided that the consent of Purchaser shall be required to waive this Section 3.1(B);

C. Power Provider shall have conducted a Feasibility Study for the applicable Purchaser Site and has notified the Purchaser in writing that the Purchaser Site is suitable for the applicable Solar Facility at the Contract Price (and the Purchase Price after adjustments) as further provided in Section 4.2(A);

D. Power Provider shall have determined that the Solar Facility is reasonably expected to be completed and placed into service by the "Placed in Service Date" for such Solar Facility set forth in Exhibits A, B and C, provided that the consent of Purchaser shall be required to waive this Section 3.1(D);

E. Power Provider shall have determined such Solar Facility is capable of receiving all required financing, provided that the consent of Purchaser shall be required to waive this Section 3.1(E);

F. Purchaser shall have approved the Plans as set forth in Section 4.2(I), provided that the consent of Purchaser shall be required to waive this Section 3.1(F);

G. Purchaser shall have obtained all necessary lien waivers or non-disturbance agreements requested by Power Provider regarding any existing mortgages, easements or other encumbrances with respect to the Purchaser Site;

H. Purchaser shall have received written confirmation from the provider of any applicable roof warranty that the installation of the Solar Facility will not void such warranty. Power Provider agrees to contact roof warranty providers identified by Purchaser on behalf of the Purchaser in order to request this written confirmation;

I. Power Provider shall have obtained all necessary approvals and agreements from the Local Electrical Utility;

J. Purchaser shall have entered into the Interconnection Agreement in form and substance acceptable to Power Provider;

K. Purchaser and Power Provider have entered into the License agreement for the applicable Purchaser Site;

L. No Change in Law shall have occurred that materially increases the cost of construction, financing, ownership, interconnection, operation, or decommissioning of the applicable Solar Facility, reduces or eliminates anticipated tax credits, incentives, or net metering benefits, or otherwise materially impairs the financial viability of the applicable Solar Facility, as reasonably determined by Power Provider; and

M. No Material Adverse Effect shall have occurred with respect to the applicable Purchaser Site or Solar Facility between completion of the Feasibility Study and commencement of construction, as reasonably determined by Power Provider.

4. SOLAR FACILITY INSTALLATION, TESTING AND OPERATIONS.

4.1 Scope of Services

Power Provider will be responsible for evaluating, designing, financing, constructing, commissioning, owning, operating, maintaining, and decommissioning each Solar Facility. This includes, but is not limited to, all necessary design, permitting, operational and other functions necessary to operate the Solar Facilities to produce the Expected Annual Energy Production on an annual basis over the Term of this Agreement, as well as decommissioning each Solar Facility located at a Purchaser Site at termination or expiration of this Agreement, pursuant to the relevant terms and conditions herein.

4.2 Pre- Construction

A. For each Purchaser Site, Power Provider shall conduct a Feasibility Study. Power Provider will coordinate such activity with Purchaser and Purchaser agrees to provide an authorized representative for each Purchaser Site who has the appropriate decision-making authority to act on behalf of Purchaser. Purchaser shall provide access and cooperation to Power Provider, including providing copies of all available documentation relevant to the Site Electrical System and the development of the Solar Facility at the Purchaser Site.

B. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that the sites listed on Exhibit A, B and C are target Sites that remain subject to evaluation by Power Provider, in its sole discretion, as part of a Feasibility Study and satisfaction of the conditions precedent set forth in Article 3. Upon completion of each Feasibility Study, Power Provider shall provide the results to Purchaser.

C. If Power Provider determines that the Purchaser Site is suitable for the applicable Solar Facility at the Contract Price (and potential Purchase Price after adjustments), then the applicable Exhibits will be updated based on the results of the Feasibility Study. If the Power Provider determine that a Purchaser Site is not feasible or if at any time prior to construction or a Material Adverse Effect or Change in Law adversely affects a Purchaser Site, then, following presentation of feasibility analysis results and a meeting with applicable purchaser, Power Provider may elect to remove such Purchaser Site from the applicable Exhibit with written notice to the applicable Purchaser.

D. For all Solar Facilities Power Provider shall participate and cooperate in any interconnection studies required by the regional grid operator, Local Electric Utility or others as necessary to install and operate the Solar Facility.

E. For all Purchaser Sites, Power Provider shall include description of the design and equipment necessary to be installed by the Power Provider to establish an Interconnection Point.

F. Power Provider shall assist with preparation of Interconnection agreements to be signed by the Purchaser with the Local Electric Utility or PJM, as applicable.

G. For all Solar Facilities, Power Provider shall obtain all Governmental Approvals necessary to construct and operate the Solar Facility. Power Provider will be responsible for payment of all fees for all Governmental Approvals.

H. Purchaser shall provide Power Provider with such access to all Purchaser Sites, Purchaser Site plans, Site Electrical System drawings, Purchaser Site specifications, other Purchaser Site documentation, and Purchaser's staff when available and as necessary to

conduct such investigation and prepare the Feasibility Study, including an authorized representative as outlined in Section 4.2(A).

I. For each Solar Facility, prior to commencing construction, the Power Provider shall provide detailed written plans for such Solar Facility (“Plans”) for Purchaser’s approval (which shall not be unreasonably withheld, conditioned or delayed) which shall describe proposed access points for ingress and egress, and all construction plans, permits, supporting materials, temporary storage plans, proposed locations of generators, an estimated construction schedule for the Installation Work (“Construction Schedule”), Solar Facility designs (“Designs”), and other reasonably requested documentation, including any impacts on parking during construction, operations and maintenance and any engineering evaluations of the impact of the Solar Facility on (i) the Purchaser Sites and (ii) the then current Local Electric Utility’s equipment and service. Purchaser shall respond in writing to any submission of Plans by Power Provider within fifteen (15) Business Days of Purchaser’s receipt thereof by either accepting such Plans or describing to Power Provider in detail the Purchaser’s reasons for rejecting such Plans. If Purchaser fails to reject such Plans within such period or obtain an extension in writing from the Power Provider to respond to the Plan, the Plans shall be deemed to be approved. Purchaser’s approval of the Plans shall not be deemed as making Purchaser responsible, and Purchaser shall not be responsible, for the design or construction of the Solar Facility and will not relieve Power Provider from any of its maintenance or decommissioning responsibilities or of Power Provider’s responsibilities to ensure that the Solar Facility is installed and working properly.

J. If, after approval of the Plans by Purchaser, Power Provider makes any material alteration to the approved layout set forth in the Plans or design changes, Power Provider shall submit such proposed alterations to Purchaser for its review and written approval. Purchaser shall not unreasonably withhold or delay any such approval. If Purchaser fails to reject such Plans within fifteen (15) Business Days of receipt or obtain an extension in writing from the Power Provider to respond to the Plan, the Plans shall be deemed to be approved. Following the Commercial Operations Date of any Solar Facility at a Purchaser Site, if the Power Provider desires to make material alterations, additions or improvements to the Solar Facility, Power Provider shall comply with the terms of the relevant License, or otherwise obtain the written approval of the Purchaser, not to be unreasonably withheld, the intent being that no material alteration that will affect the approved layout or the functioning of the Solar Facility may be made without first obtaining the Purchaser’s written approval thereto. Notwithstanding anything herein to the contrary, Purchaser’s approval of the Plans shall not relieve Power Provider of obligations to comply with all Applicable Laws relating to the Installation Work of a Solar Facility.

K. The preparation of pre- and post- completion informational signage to be located at each Purchaser Site to (i) inform tenants and citizens of the size, scope and expected timing of the Solar Facility, and (ii) upon completion of the Solar Facility, provide signage including the start-date and environmental benefits of the Solar Facility.

L. Subject to Power Provider's receipt of an acceptable Feasibility Study and achievement of the conditions precedent in Article 3, Power Provider will make commercially reasonable efforts to achieve Commercial Operations for (a) a ground mount aggregate net metered Solar Facility on the Route 40 Site (the "**Route 40 ANEM**"), and (b) a separate community solar project on the Route 40 Site or more as further described in, and subject to, Section 1 (the "**Route 40 CSEG**").

Subject to Power Provider's receipt of an acceptable Feasibility Study and achievement of the conditions precedent in Article 3, Power Provider will make commercially reasonable efforts to achieve Commercial Operations for (a) a ground mount aggregate net metered Solar Facility on the Route 40 Site (the "**Route 40 ANEM**"), and (b) a separate community solar project on the Route 40 Site or more as further described in, and subject to, Section 1 (the "**Route 40 CSEG**"). Notwithstanding the foregoing, in addition to Power Provider's receipt of an acceptable Feasibility Study and achievement of the conditions precedent in Article 3, the County and Power Provider will endeavor to enter a site agreement or equivalent land use coordination agreement, in a form acceptable to Power Provider, in order to optimize solar capacity at the site (the "**Route 40 Site Agreement**"). In the event the Route 40 Site Agreement is signed by the Parties, and subject to Power Provider's receipt of an acceptable Feasibility Study, achievement of the conditions precedent in Article 3 and circumstances outside Power Provider's reasonable control, Power Provider will make commercially reasonable efforts to (1) develop the Route 40 ANEM project with a target capacity of approximately 1MWac, and (2) develop the Route 40 CSEG with a target capacity of approximately 1.5MWac.

4.3 Construction and Implementation

Provider shall comply with the following:

A. Power Provider shall provide all financing and capital needed to perform its obligations under this Agreement and perform the Installation Work and all other obligations in accordance with Section 4.2 of this Agreement and the approved Plan for each Solar Facility.

B. Power Provider shall build each Solar Facility in accordance with the approved Plans and all applicable Governmental Approvals.

C. Power Provider shall coordinate with the Purchaser to minimize impacts to Purchaser Site operations where reasonably possible in a commercially reasonable manner. In the event of an emergency condition (meaning an immediate and material threat to health, safety, or property) on a Premises, Purchaser may order the Power Provider in writing to suspend, delay, or interrupt all or any part of the Installation Work at the applicable Purchaser Site for such period of time as is reasonably necessary to remedy such

emergency condition. Any suspension of Installation Work exceeding five (5) Business Days shall entitle Power Provider to an equitable extension of schedule and reimbursement of all reasonable, documented delay costs incurred because of such suspension. Reasonable delay costs do not include any potential loss of tax credits or incentives.

D. Power Provider shall maintain a safe working environment consistent with Applicable Laws. Power Provider shall ensure that its employees that work on Purchaser Sites: (i) have knowledge of and comply with safety rules and procedures; (ii) are aware of potential hazards in the work area; (iii) participate in all required safety training programs; (iv) alert other Power Provider employees to potential hazards; (v) inform supervisors of unsafe equipment or procedures; (vi) promptly report all work-related injuries to their supervisor.

E. Prior to the start of construction, Power Provider shall conduct a preconstruction safety meeting with all stakeholders to include: Site Owner Representative, General Contractor, Subcontractors, Project Manager, Site Safety Manager, and Engineer. This will include a comprehensive review of site safety plans and hazards, clear communication of safety expectations, designation of safety roles and responsibilities, discussion of emergency procedures, and documentation of all key decisions and action items to ensure a safe construction project from the outset.

F. After receipt by Power Provider of an acceptable Feasibility Study and confirmation by the Project Site roof warranty provider that the Installation Work is compatible with existing roof warranty coverage, no Installation Work done on any Purchaser Site shall void an existing roof warranty or designer stipulated roof loading limitation. If commercially possible, the roofing firm holding the existing warranty will be involved in the Project sufficiently to maintain validity of warranty. If the existing warranty provider fails to accept and approve the Installation Work, the particular Site will be terminated and removed from this Agreement. Post-warranty alteration provisions must be complied with. With respect to any Purchaser Site and upon Purchaser's request, Power Provider shall provide copies of any structural analysis prior to commencement of installation of any Solar Facility. The Power Provider shall remediate moisture, infiltration, and/or damage caused to a Premises by the construction, operation, maintenance, and decommissioning of the Solar Facility.

G. Power Provider shall provide any emergency power cut-off systems required by the applicable electrical code and the Local Electric Utility that is accessible by the Local Electric Utility twenty-four hours a day and seven days a week.

H. Any temporary interruption of electricity to Purchaser Sites, either in part or in whole, must be performed in coordination with the operational schedules of the Premises so as not to materially impede operations, and must be coordinated with Purchaser staff.

I. Power Provider shall provide weekly updates on planning and installation to the Purchaser; provided that Power Provider and Purchaser may mutually agree to more frequent updates.

J. Power Provider shall ensure the site remains reasonably clean and free of debris throughout construction, including daily inspection and sweeping of parking and pedestrian areas around the building and inspecting and cleaning any interior spaces in the building as needed.

K. At Power Provider's sole cost and expense, Power Provider will cause each Solar Facility to be designed, engineered, constructed, operated, maintained and decommissioned in accordance with the terms of this Agreement and with Applicable Laws (including without limitation building, electrical, health and fire codes, background check policies) of any applicable Governmental Authority, and with a specific targeted generating capacity more specifically described in Exhibits A, B and C, which is subject to adjustment including as a result of final design and engineering in accordance with this Agreement. Any architects and engineers employed by Power Provider must be currently licensed and in good standing with the State of Maryland.

L. After receipt by Power Provider of an acceptable Feasibility Study, Purchaser shall not be responsible for the preparation of any Purchaser Site for Power Provider's use under this Agreement. Power Provider shall furnish, at its sole expense, all labor, machinery, systems, facilities, and other equipment and materials of any type required for Power Provider's use of the Purchaser Sites in accordance with the License. For the avoidance of doubt, Power Provider shall not be responsible for any roof replacements, upgrades or structural improvements to prepare a Site for the Installation Work. Should it be determined during the Feasibility Study that any Sites require same, those Sites will be terminated and removed from the Agreement, unless Purchaser agrees to complete the necessary roof replacement, upgrade, or structure improvements by a date agreed upon by Purchaser and Power Provider in writing.

M. Purchaser shall not be responsible for the safe keeping or theft (except for theft by Purchaser or its employees, agents or contractors) of any machinery, tools, equipment, vehicles, or supplies of Power Provider or Power Provider's subcontractors, suppliers, or agents during construction of a Solar Facility. Purchaser shall not be responsible for the security and safety of the construction site. Purchaser shall have the right to issue warnings and bar from the Purchaser Sites violators of Purchaser's construction, operation, environment, safety, health, and security performance standards.

N. Following the start of the Installation Work for a Solar Facility, Power Provider shall provide Purchaser weekly notice of the progress of the construction of each Solar Facility and shall provide reasonable prior written notice to Purchaser regarding any delays to the project schedule.

- A. At any ground-mount sites, Power Provider will install and maintain at its own expense pollinator-friendly native vegetation within the entire fenced-in area of the Solar Facility. If alternative ground cover is required to achieve specific Governmental Approvals such as stormwater management or environmental compliance, Power Provider shall have the right to use appropriate ground cover in the areas it is required.

4.4 Maintenance and Ongoing Operations

Power Provider shall, at its sole expense:

- A. Maintain and operate each Solar Facility during the Term of this Agreement, including monitoring the Solar Facility to detect maintenance needs and any repairs necessary to ensure the commercially reasonable operation of each Solar Facility.
- B. Accept responsibility for repairs, moisture, infiltration, and/or damage caused by a Solar Facility at a Purchaser Site and any ancillary equipment in accordance with a warranty that is provided for such Solar Facility.

Install Metering Devices at all Purchaser Sites in accordance with this Agreement that measure and establish the amount of Renewable Energy delivered to Purchaser at each Delivery Point and pay all costs of obtaining and installing Interconnection Equipment at Purchaser Sites required of the Purchaser by the Local Electric Utility under the relevant Interconnection Agreement.

- 4.5 Differing Site Conditions. Power Provider shall promptly, and before such conditions are disturbed at a Purchaser Site, notify Purchaser in writing of physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement. If specific conditions change at a Purchaser Site between the completion of the Feasibility Study and start of the Installation Work, Power Provider may, in its sole discretion, void the previous Feasibility Study and perform a new Feasibility Study at Power Provider's sole expense. In such case, Power Provider's obligation to continue Installation Work and its other obligations under this Agreement shall be subject to completion of the Feasibility Study for the applicable Purchaser Site and after Power Provider has notified the Purchaser in writing that the Purchaser Site is suitable for the applicable Solar Facility at the Contract Price (and the Purchase Price after adjustments).

4.6 Solar Facility Acceptance Testing.

- A. Power Provider shall conduct testing of each Solar Facility at its sole cost as required by the Interconnection Agreement, all Governmental Approvals and all other requirements of the Local Electric Utility. Power Provider shall coordinate with and give notice to the Purchaser on the startup and commissioning of any Solar Facility on a Purchaser Site. Purchaser shall have the right to witness and observe the start-up and testing of each Solar Facility. Power Provider shall conduct all commissioning and

acceptance test services required by the Interconnection Agreement, all Governmental Approvals and all other requirements of the Local Electric Utility.

The Commercial Operations Date will be achieved upon completion of the following:

- (i) Final approval of interconnection by Local Electric Utility.
- (ii) The Solar Facility field testing procedures have been performed in accordance with manufacturer's recommendations, including PV string testing, inverter testing, DAS testing, etc. Power Provider shall provide written notice to Purchaser of the results of such testing.
- (iii) The Solar Facility passed all start-up and commissioning procedures per Section 4.6(A).
- (iv) The Data Acquisition System (DAS) reporting and data logging are complete and fully operational to Purchaser's satisfaction in writing.
- (v) The Solar Facility is fully operational and has received permission to operate ("PTO") from the Local Electric Utility. Power Provider will provide a copy of the PTO to the Purchaser upon receipt.

B. Upon completion of the requirements in Section 4.6(A) above, Power Provider will deliver a Completion Notice to the Purchaser specifying the Commercial Operation Date. This Completion Notice shall include certifications by an independent professional engineer selected by the Power Provider and licensed to practice in the State of Maryland that the Solar Facility and improvements have been built in compliance with the plans and Applicable Laws. The certification of the Commercial Operations Date will not relieve Power Provider from any of their responsibilities to ensure that the Solar Facility is installed and working properly.

4.1 Punchlist Items.

Within 120 days after delivery of a Completion Notice and subject to Governmental Approvals and seasonal restrictions, in accordance with this Agreement the following punch list items shall be completed with respect to the applicable Solar Facility:

A. As-built drawings, revenue grade meter certification reports, inverter certification reports, provided to Purchaser's reasonable satisfaction;

B. Complete operations manuals and emergency procedures provided and completed to Purchaser's reasonable satisfaction;

C. Training of Solar Facility shutdown and emergency procedures provided to Purchaser staff; and

D. Photographs (including overhead drone photographs) of the completed Solar Facility, which shall be provided as electronic files to the Purchaser.

4.2 Malfunctions and Emergencies.

A. *Malfunctions.* Purchaser and Power Provider each shall promptly notify the other following their discovery of any material malfunction in the operation of the Solar Facility or of their discovery of an interruption in the supply of Renewable Energy. Power Provider shall diligently pursue restoration of the supply of Renewable Energy as soon as reasonably possible after notice or upon its discovery of a material malfunction in the operation of the Solar Facility or of an interruption in the supply of Renewable Energy.

B. *Emergencies.* Power Provider and Purchaser each shall notify the other Party upon the discovery of an emergency condition in the Solar Facility. If an emergency condition exists, Power Provider shall promptly dispatch the appropriate personnel immediately to perform the necessary repairs or corrective action in an expeditious and safe manner to ensure operations continue or are resumed as soon as reasonably possible.

C. *Personnel.* For routine and emergency repairs, Purchaser shall contact Power Provider with contacts listed in each respective Purchaser Site License. Power Provider and Purchaser, as relevant at each Purchaser Site, shall each designate personnel and establish procedures such that each Party may provide notice of emergency conditions, as contemplated in Section 4.8(B), requiring Power Provider's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.

4.3 Metering. Power Provider shall install, operate, maintain, and decommission at its sole cost and expense a revenue-grade Metering Device for the measurement of Renewable Energy provided to each Delivery Point at each Solar Facility in accordance with Section 4.4(C). The Purchaser shall be only responsible for payment of Renewable Energy from the Solar Facility as recorded by the relevant Metering Device, except as otherwise provided for in this Agreement.

4.4 Interference. Power Provider shall use commercially reasonable efforts not interfere or permit any third parties under Power Provider's control to interfere with the operation or use of the Purchaser Sites by Purchaser and Purchaser's invitees and tenants, including the mechanical or electrical systems on the Purchaser Sites and/or infrastructure, or the operation of any pre-existing radio or telecommunications systems operated on or from the Purchaser Sites. Similarly, Purchaser shall not interfere, or permit any third parties under Purchaser's control to interfere with the construction, operation or use of the Solar Facilities at the Purchaser Sites, including the mechanical or electrical operation of the Solar Facilities. Purchaser shall be responsible for any damage to a Solar Facility that is caused by Purchaser or any of its employees, contractors or agents. Power Provider shall use commercially reasonable efforts to ensure any Solar Facility design and operation reduces nuisance to the lowest level reasonably achievable within safety and security considerations. Any temporary lighting installed will be properly directed. Power Provider shall cause its subcontractors, agents and employees to conform to the provisions of this Agreement.

4.5 Notices of Violation or Alleged Violations, Fines, and Penalties. Power Provider shall immediately notify Purchaser of any notice it may receive regarding notice of violations ("NOV") or notice of alleged violations ("NOAV") issued by federal, state, or local Governmental Authorities associated with Power Provider's installation, operation, and

maintenance of the Solar Facility. Power Provider shall at its own expense immediately correct the conditions that resulted in the NOV/NOAV consistent with the issuing authority's regulations and to the reasonable satisfaction of Purchaser. Power Provider shall accept all responsibility, including payment, for valid fines and penalties issued by federal, state, or local Governmental Authorities resulting from the actions of Power Provider, its agents, representatives, or invitees for acts or failures to act after the effective date of this Agreement.

4.6 Utility Charges. Electrical power to the Solar Facility and all improvements located thereon for Power Provider's operations in support of its obligations under this Agreement shall be provided by Power Provider. The Power Provider, at its sole expense, shall incur all costs related to establishing interconnection of each Solar Facility with the Local Utility pursuant to the Interconnection Agreement including the Interconnection Equipment. Power Provider's responsibility for the interconnection costs at Purchaser Sites are limited to those costs incurred prior to the Commercial Operations Date for such Solar Facility. Provided the Purchaser is not responsible for such interruption, the Purchaser shall not be liable for any interruptions or failures of utility services to or from the Purchaser Sites.

4.7 Environmental Matters.

4.8 Power Provider, its employees, subcontractors and agents shall not cause or permit any Hazardous Substances and Materials to be used, generated, or stored on, about, from or adjacent to the Purchaser Sites without prior approval from Purchaser. Power Provider must maintain Safety Data Sheets (SDS) onsite and electronically of all Hazardous Substances and Materials brought onto Purchaser Sites. Power Provider shall maintain spill response materials that are compatible with the types of Hazardous Substances and Materials within twenty (20) feet of the Hazardous Substances and Materials. Power Provider shall give Purchaser copies of all waste characterization and disposal documentation. Power Provider shall comply with all applicable laws, and nothing in this Agreement prevents or excuses Power Provider from complying with such applicable law, Governmental Approvals or the requirements of any Governmental Authority.

4.9 Power Provider shall give prompt notice within one (1) Business Day to Purchaser of any known discovery or release of any Hazardous Substances and Materials, and, except in cases of emergency, such notice shall occur prior to any disturbance, collection, removal, storage, transportation or disposal of such Hazardous Substances and Materials. If there is a sudden release of Hazardous Substances and Materials, the Power Provider may take the minimum action necessary to stabilize and contain the relevant release of Hazardous Substances and Materials without providing Purchaser with prior notice. In these circumstances, Power Provider shall promptly notify Purchaser of the release of Hazardous Substances and Materials and its location.

4.10 Purchaser shall be responsible for all Hazardous Substances and Materials existing at the Premises, other than any Hazardous Substances and Materials brought to the Premises by Power Provider or its subcontractors. If Power Provider or its subcontractors discover any Hazardous Substances and Materials existing on a Premises or a Purchaser Site that Power Provider reasonably believes may require removal or remediation, or that

otherwise impairs or prevents installation and testing of the applicable Solar Facility, Power Provider shall promptly notify Purchaser, and Power Provider may, in its sole discretion, suspend installation or testing of the applicable Solar Facility until such time as the Hazardous Substances and Materials have been removed and remediated to Power Provider's satisfaction. If Purchaser and Power Provider cannot, within ten (10) days of discovery of such Hazardous Substances and Materials, agree on a schedule and terms to remove the Hazardous Substances and Materials which permits Power Provider to complete the installation of the applicable Solar Facility on or prior to Power Provider's originally-forecasted Commercial Operations Date, then Power Provider may terminate this Agreement solely with respect to the applicable Solar Facility.

Each Party shall indemnify and hold harmless the other Party for any claims, fines, damages, and costs (including reasonable attorney's and consultant's fees) arising out of hazardous material liability to the extent the Party is responsible for such Hazardous Substances and Materials. This clause shall survive the termination of this Agreement and expiration of the Term.

4.11 Decommissioning - Removal of Solar Facility at Expiration or Termination.

4.12 The Parties hereby agree that each Solar Facility shall remain the personal property of Power Provider notwithstanding the method or mode of installation or attachment to the Premises. All Site Electrical Systems are the sole property of the Purchaser. Power Provider shall, within six (6) months after the expiration or termination of this Agreement in whole or with respect to a Solar Facility located on a Purchaser Site, unless Purchaser and Power Provider otherwise agree to in writing, remove the applicable Solar Facility(s) (unless purchased by the Purchaser in accordance with Section 6.11), restore the Purchaser Site, to the extent it was impacted by the installation, operation and/or removal of the Solar Facility, to its respective condition at the commencement of construction of the Solar Facility, or if improved during the Term, to the condition when such improvement was made, normal wear and tear excepted. This includes the restoration of features that may be removed for the installation of a canopy or ground-mount Solar Facility located at a Purchaser Site. Prior to commencing any such restorative work on a Purchaser Site, Power Provider shall provide Purchaser designs and plans for such restorative work for Purchaser's approval, which shall not be unreasonably conditioned, withheld or delayed. Purchaser shall respond in writing to any submission of such designs and plans within fifteen (15) Business Days of Purchaser's receipt thereof by either accepting such designs and plans or describing to Power Provider in detail the Purchaser's reasons for rejecting such designs and plans. If Purchaser fails to reject such designs and plans within such period, such designs and plans shall be deemed to be approved.

4.13 Subject to the terms of the Licenses, Purchaser hereby grants to Power Provider such rights of use and access to each applicable Purchaser Site as may be reasonably necessary to complete such removal and restoration. Excluding ordinary wear and tear, Power Provider shall return all Purchaser Sites to their original condition including the removal of Solar Facility mounting pads or other support structures and equipment. In no case shall Power Provider's removal of the Solar Facility at a Purchaser Site affect the integrity of Purchaser's roof, which shall be as leak proof as it was prior to removal of the

Solar Facility, and any damage caused by such removal shall be flashed and/or patched to existing roof specifications. Power Provider shall leave the Facility in neat and clean order.

4.14 If the Power Provider fails to remove and restore the Purchaser Site as provided herein within the allotted time, the Purchaser may do so at Power Provider's expense, including exercising its rights under the applicable decommission bond or it may achieve compliance at Power Provider's expense. If Power Provider fails to remove or commence substantial efforts to remove the Solar Facility by such agreed upon date, the Purchaser shall have the right, at its option, to remove the Solar Facility to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Solar Power Provider's cost.

4.15 The Purchaser shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during Solar Facility removal. Any damage resulting from removal of the Solar Facility shall be repaired or replaced by Power Provider, promptly, at Power Provider's expense, to the reasonable satisfaction of Purchaser. In no case shall Power Provider's removal of the Solar Facility affect the integrity, safety, design, installation, operation, maintenance or stability of the Premises. Power Provider shall be responsible for, and indemnify, defend and hold harmless Purchaser for the cost of any damages incurred as a result of Power Provider's removal of the Solar Facility. For purposes of Power Provider's removal of the Solar Facility, Purchaser's covenants pursuant to Section 7.2 shall remain in effect until the date of actual removal of the Solar Facility.

5. SALE OF ENERGY.

5.1 Purchase Requirement. Commencing on the Commercial Operations Date of each Solar Facility and continuing throughout the remainder of the applicable Term, the Purchaser agrees to purchase one hundred percent (100%) of the Renewable Energy generated by each Solar Facility and delivered to the Purchaser at the Delivery Point during each relevant month of the Term. If Power Provider commences delivery of Renewable Energy to the Purchaser, in accordance with Applicable Law, prior to the Commercial Operations Date of a Solar Facility, in conjunction with the start up or testing of a Solar Facility or otherwise, Purchaser shall purchase and take delivery of such Renewable Energy in accordance with the terms of this Agreement.

Title to, risk of loss of, and custody and control of, the Renewable Energy will pass from Power Provider to Purchaser at the Delivery Point. Each Party agrees that, during the Term, it will not seek to change any of the rates or terms of this Agreement by making a filing or application with any local, state or federal agency with jurisdiction over such rates or terms or exercise any rights a Party may have, if any, to seek changes to such rates or terms unless agreed by the Parties in writing. Neither Party may claim that by this Agreement, Power Provider is an electric utility subject to regulation as an electric utility or subject to regulated electricity rates.

5.2 Expected Annual Energy Production.

A. During each year of the Term, Power Provider shall provide Purchaser Renewable Energy from each Solar Facility in an amount that meets or exceeds the 90% of the Expected Annual Energy Production for such Solar Facility, subject to adjustment as further provided in Section 5.2(C) (the “**Minimum Annual Energy Production**”). If the Power Provider fails to provide to Purchaser the Minimum Annual Energy Production at any Solar Facility, the Power Provider shall issue a credit to the Purchaser for the next billing period(s) in the amount equal to the difference between the amount paid by the Purchaser to the Local Electric Utility for delivery and to the supplier of electricity otherwise used by the Purchaser, for such energy production shortfall, and the amount the Purchaser would have paid to Power Provider, had the applicable Solar Facility satisfied the Minimum Annual Energy Production requirement.

The Expected Annual Energy Production for each year of the Initial Term commencing on the Commercial Operations Date for the Solar Facility shall be as set forth in Exhibit D. Exhibit D shall be amended in accordance with the final as-built specifications of each respective Solar Facility at the Commercial Operations Date as provided by Power Provider after the applicable Commercial Operations Date.

Notwithstanding the provisions in this Section, the Minimum Annual Energy Production obligation shall not apply to the extent any shortfall is caused by Force Majeure Events, utility outages or curtailments, grid congestion, Interconnection limitations, Purchaser Delay, weather adjustments⁷ or any other circumstance outside Power Provider’s reasonable control. In no event shall performance credits for any Solar Facility in any Contract Year exceed ten percent (10%) of the annual Renewable Energy Charges for such Solar Facility.

5.3 Title to Solar Facility.

Throughout the duration of this Agreement, unless Purchaser purchases the Solar Facility under Section 6.11 for the Option Price, Power Provider or its Affiliate shall be the legal owner of the Solar Facility at all times. The Solar Facility shall not be deemed a part of, or fixture to, the Purchaser Sites, and the Solar Facility shall be operated by Power Provider at its sole cost and expense. Both the Power Provider and Purchaser agree that the Power Provider or its Affiliate is the tax owner of the Solar Facility and all tax filings and reports shall be filed in a manner consistent with this Agreement. The Solar Facility shall at all times retain the legal status of Power Provider’s or its Affiliate’s personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that upon request, it will use reasonable commercial efforts to place all parties having an interest in or lien upon the Purchaser Sites on notice of the ownership of the Solar Facility and the legal status or classification of the Solar Facility as personal property. If there is any mortgage or fixture filing against the Purchaser Sites which could reasonably be construed as attaching to the Solar Facility as a fixture of the Purchaser Sites, Purchaser shall provide a non-disturbance agreement or release from such lien holder. Purchaser consents to the filing at Power Provider’s expense of a disclaimer of the Solar Facility as a fixture

of the Purchaser Sites in the office where real estate records are customarily filed in the jurisdiction of the Purchaser Sites.

6. PRICE AND PAYMENT.

6.1 Purchase Price by Solar Facility.

6.2 Purchaser shall pay the Purchase Price for Renewable Energy delivered to the Delivery Point for each Solar Facility at a rate that is based on the Contract Price and adjusted as further provided in Section 6.1(B) below.

6.3 Purchase Price Adjustments.

(i) In the event the interconnection cost for the ground-mount ANEM Solar Facility charged by the Utility is (a) less than or equal to \$600,000, the Purchase Price shall remain equal to the baseline Contract Price of \$0.1096/kWh, and (b) greater than \$600,000, the Purchase Price shall be adjusted to compensate the Power Provider for such additional cost by increasing the Contract Price to a fixed rate of \$0.12/kWh; and

(ii) If at any point during the Term of the Agreement property or personal property taxes are assessed on any Solar Facility at a Purchaser Site, the Purchase Price will be adjusted to account for said taxes or assessments on an actual cost basis for the remainder of the Term or until such taxes or assessments are no longer applicable.

For the avoidance of doubt, the adjustment in Section 5.1(B)(i) above regarding interconnection costs shall result in a Purchase Price that applies for all Solar Facilities. The finalized Purchase Price will be set after a final accounting for the total interconnection costs for all Solar Facilities.

6.4 Consideration. Purchaser shall pay to Power Provider a monthly payment for the Renewable Energy produced by the Solar Facility during each calendar month of the Term (the “**Renewable Energy Charge**”) equal to the product of (x) Actual Monthly Production for each Solar Facility for the relevant month as measured by each Metering Device multiplied by (y) the Purchase Price (as adjusted pursuant to Section 5.1). No other fees or charges shall be due from Purchaser to Power Provider, except as otherwise expressly provided for in this Agreement.

6.5 Payment. Power Provider shall invoice Purchaser for each Solar Facility on or about the fifteenth day of each month, commencing in the first month after the month of the Commercial Operations Date of each Solar Facility, stating the Actual Monthly Production delivered to Purchaser during the preceding calendar month as measured by the Metering Devices and calculating the Renewable Energy Charge. The final invoice shall include production only through the expiration or termination of this Agreement as applicable to each Solar Facility. Each invoice shall identify this Agreement and set forth Power

Provider's federal employer identification number. Attached as Exhibit H is a form of invoice which the Parties have agreed to use for billing.

- 6.6 Time of Payment. Payments to the Power Provider pursuant to this Agreement shall be made no later than thirty (30) days after the Purchaser's receipt of a proper invoice in accordance with Section 6.3 from the Power Provider.
- 6.7 Disputed Amounts. A Party may in good faith dispute the correctness of any invoice (or any adjustment to any invoice) under this Agreement at any time following the date the invoice (or invoice adjustment) was rendered. In the event that either Party disputes any invoice or invoice adjustment, such Party will nonetheless be required to pay the full amount of the applicable invoice or invoice adjustment on the applicable payment due date, exclusive of the amount in dispute, and such Party will be required to give prompt notice of the objection to the other Party. Any required payment will be made within thirty (30) days after resolution of the applicable dispute.
- 6.8 Netting and Setoff. Neither Party shall have the right to set off any undisputed amount due from and owing to such Party from the other Party under this Agreement against any undisputed amount due to and owing from such Party to the other Party under this Agreement.
- 6.9 Records and Audits. Each Party will keep, for a period not less than three (3) years after the expiration or termination of any Transaction, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such Transaction. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to Transactions during such other Party's normal business hours.
- 6.10 Method of Payment. Purchaser shall make all payments under this Agreement by electronic funds transfer in immediately available funds to the account designated in writing by Power Provider.
- 6.11 Title to Environmental Attributes and Tax Incentives. All Environmental Attributes relating to all Solar Facilities or the Renewable Energy at all Purchaser Sites including, without limitation SRECs, RECs or any comparable instruments and all Tax Incentives, including but not limited to all tax benefits, will be and shall remain property of Power Provider. Power Provider shall have all right, title, and interest in and to any and all Environmental Attributes and Tax Incentives and tax benefits, investment tax credits, deductions or reimbursements attributable to any Solar Facility or the Renewable Energy sold under this Agreement and Purchaser shall have no right, title or interest in or to any such Environmental Attributes or Tax Incentives, rebates, tax credits, deductions, or reimbursements. Purchaser shall not report to a Person that any Environmental Attributes or Tax Incentives, tax benefits, rebates, credits, or reimbursements belong to any Person other than Power Provider. At Power Provider's request, Purchaser shall complete any documentation required to substantiate the existence, nature, and/or quantity of Environmental Attributes and Tax Incentives produced by any Solar Facility, or required

to validate Power Provider's rights to and ownership of the Environmental Attributes and/or Tax Incentives.

6.12 Governmental and Grid Charges.

6.13 If Power Provider is assessed any Governmental and Grid Charges related to the Solar Facilities, the Power Provider shall immediately notify the Purchaser. Purchaser and Power Provider shall cooperate in contesting such assessments if they are incorrect; provided, however, that Power Provider shall pay such taxes to avoid any penalties on such assessments. The Power Provider shall not be responsible for any real property or personal property tax or assessment relating to the Solar Facilities and shall be reimbursed for any assessed Governmental and Grid Charges according to Section 6.1(B)(ii) of this Agreement. Nothing contained in this Agreement shall be deemed to constitute a waiver of any exemption to which Power Provider may be entitled under the laws of the State. Notwithstanding the foregoing, Purchaser and Power Provider will enter into a payment in lieu of taxes ("**PILOT**") agreement pursuant to MD Code Ann., Tax Property § 7-514, regarding personal property taxes for Solar Facilities that are located in Howard County and real property taxes for Purchaser Sites located in Howard County. The PILOT agreement shall be in substantially the form as provided in Exhibit I attached hereto. The real property PILOT agreements will be executed prior to the date each Solar Facility reaches its Commercial Operation Date. If a PILOT agreement is not approved by the applicable Governmental Authority or if such PILOT agreement is cancelled or suspended not as a result of a default by the beneficiaries, Power Provider shall be entitled to add such taxes to the Contract Price on an actual, annual *pro rata* basis.⁸

6.14 The Parties shall use reasonable efforts to administer this Agreement and implement its provisions to minimize all Governmental and Grid Charges. In the event any of the sale of Renewable Energy hereunder may be exempted from or not subject to one or more Governmental and Grid Charges, the applicable Party shall, promptly upon the other Party's request, therefore, provide the applicable Party with all necessary documentation to evidence eligibility for claiming such exemption or exclusion.

6.15 Purchase Option.

A. At the end of the Initial Term as to each Solar Facility located on a Purchaser Site, Purchaser shall have the right and option, in accordance with the terms of this section, to purchase all of Power Provider's right, title and interest in such Solar Facility, at Fair Market Value, as defined herein (the "**Purchase Option**").

B. Notice of Interest. Purchaser shall give Power Provider written notice of its interest ("**Notice of Interest**") in exercising the Purchase Option not less than six months (6) months prior to the end of the Initial Term as to such Solar Facility, which shall contain the proposed date of title transfer of the Solar Facility (the "**Transfer Date**"). Promptly following receipt of the Notice of Interest, Power Provider shall make the Solar Facility,

including records relating to the operations, maintenance, and warranty repairs, reasonably available to Purchaser.

C. Fair Market Value. The Fair Market Value of the Solar Facilities shall be determined by the mutual agreement of Purchaser and Power Provider within forty-five (45) days of the Purchaser's Notice of Interest. If the Parties cannot agree upon the Fair Market Value within such forty-five day period, then the Parties shall select by mutual agreement, a nationally recognized independent appraiser, with experience and expertise in the commercial and industrial solar photovoltaic industry, to value the Solar Facilities located on Purchaser Sites (the "**Independent Appraiser**"). Such Independent Appraiser shall determine the Fair Market Value and shall set forth such determination in a written opinion delivered to Purchaser and Power Provider. The valuation made by the Independent Appraiser shall be binding on Purchaser and Power Provider in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. If the Parties cannot agree upon an appraiser, they shall request the American Arbitration Association to select an Independent Appraiser. The fees, if any, of the American Arbitration Association, shall be shared equally by the Parties.

D. Terms of Solar Facility Transfer. Upon exercise by Purchaser of the Purchase Option, on the Transfer Date: (a) Power Provider shall surrender and transfer to Purchaser all of Power Provider's right, title, and interest in and to the applicable Solar Facility located on Purchaser Sites and Power Provider shall retain all liabilities arising from or related to the Solar Facility prior to the Transfer Date; (b) title to the Solar Facilities shall pass to Purchaser free and clear of any liens and encumbrances; (c) any remaining periods on third party warranties for the Solar Facilities located on Purchaser Sites shall be transferred to Purchaser; (d) Power Provider shall convey to Purchaser all rights and interests in SRECs or other Environmental Attribute benefits that are generated by the Solar Facilities located on Purchaser Sites after the Transfer Date, if any; (e) Purchaser shall pay to Power Provider the agreed-upon Fair Market Value price (the "**Option Price**") by bank draft or wire transfer and shall assume all liabilities arising from or related to the Solar Facility from and after the Transfer Date; and (f) both Parties shall (i) execute and deliver a bill of sale and assignment of contract rights containing such representations, warranties, covenants and other terms and conditions as are usual and customary for a sale of assets similar to the Solar Facilities, together with such other conveyance and transaction documents as are reasonably required to fully transfer and vest title to the Solar Facilities located on the Purchaser Sites in Purchaser, and (ii) deliver ancillary documents, including releases, rights to leasehold, resolutions, certificates, third person consents and approvals and such similar documents as may be reasonably necessary to complete the sale by Power Provider to Purchaser of the Solar Facilities located on Purchaser Sites. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, PURCHASER AND POWER PROVIDER UNDERSTAND AND AGREE THAT THE SALE BY POWER PROVIDER TO PURCHASER OF THE SOLAR FACILITY PURSUANT TO THIS SECTION 6.11 SHALL BE ON AN AS IS, WHERE IS BASIS, SUBJECT TO ALL DEFECTS, KNOWN AND UNKNOWN. EXCEPT AS SET FORTH IN THIS ARTICLE. Upon execution of the applicable documents and payment of the Option Price, in each case as described in the preceding sentence, this Agreement shall terminate automatically as it applies to the Solar Facility acquired by the Purchaser.

7. GENERAL COVENANTS.

7.1 Power Provider's Covenants. As a material inducement to Purchaser's execution and delivery of this Agreement, Power Provider covenants and agrees to the following:

A. Solar Facility and Premises Condition.

(i) Power Provider shall use commercially reasonable efforts to ensure that the Solar Facilities are capable of generating and delivering Renewable Energy at the anticipated amounts as reflected in Exhibit D (as may be updated in accordance with this Agreement). Notwithstanding the generality of the foregoing, Power Provider shall cause the Solar Facilities to be operated and maintained at Power Provider's sole expense throughout the Term of this Agreement. Power Provider warrants that all of its operating and maintenance personnel will be adequately qualified and trained throughout the Term of this Agreement. Power Provider shall also be responsible for any maintenance and repairs to the Purchaser Sites if such repairs are necessary as a result of Power Provider's use of the Purchaser Sites. Power Provider shall not do or permit to be done anything which will invalidate any insurance policy covering the Purchaser Sites.

(ii) Subject to receipt by Power Provider of an acceptable Feasibility Study, if a Solar Facility is located on a rooftop at a Purchaser Site, Power Provider shall, at its sole cost and expense, examine the rooftop to the reasonable satisfaction of Purchaser to ensure that the warranty for the roof is not invalidated and to ensure that all roof penetrations by each Solar Facility remain watertight throughout the Term of this Agreement. If any damage is caused to the roof by the Power Provider or its subcontractors, Power Provider shall repair the damage to the reasonable satisfaction of the Purchaser and to ensure the roof warranty is not invalidated.

(iii) During the course of any construction, maintenance, repair, or removal work, Power Provider shall, at its sole expense, (i) cause the Purchaser Sites to be kept reasonably clean and free of trash and building debris; (ii) immediately upon the completion of such activity, cause all such trash and debris, and machinery and equipment, to be removed from the Purchaser Sites; and (iii) refrain from discarding or depositing any dirt, trash or other debris upon the Purchaser Sites. After each instance of construction, maintenance, repair or removal, Power Provider shall leave the Purchaser Sites in a safe condition, and at its sole cost and expense, restore all areas of the Purchaser Sites impacted by the construction, maintenance, repair or removal to its original condition, except for ordinary wear and tear.

(iv) Power Provider shall be responsible for, and indemnify, defend and hold harmless Purchaser for the cost of any damages or injuries caused by Power Provider or any of its contractors during Power Provider's installation, maintenance, repair or removal of a Solar Facility.

(v) Any repair or maintenance of a Solar Facility located at a Purchaser Site will be commenced and completed in a reasonably prompt manner by or for Power

Provider, at its sole cost and expense. If Power Provider shall fail to comply with its maintenance and repair obligations at a County Site, County shall give Power Provider notice in writing to do such maintenance and repair as required in County's sole discretion under this Agreement. If, within ten (10) calendar days thereafter, Power Provider fails to commence and diligently attempt to complete the maintenance and repair, then in addition to its other remedies under this Agreement, County shall have the right to have such work performed and expend such funds at the expense of Power Provider as are required to perform such work. Power Provider shall reimburse any amount so expended by County within 30 days of County's submittal of the work invoices to Power Provider (except for damage caused by Purchaser, the cost of which shall be borne by Purchaser).

(vi) Power Provider will conduct routine inspections of the Power Provider's installation, operation, and maintenance activities to ensure construction, operation, environment, safety, and health performance standards are met and risks to employees, the public, and the environment are minimized. Power Provider shall promptly provide to Purchaser all inspection reports and any findings and corrective actions for each of the Solar Facilities located at Purchaser Sites. For routine maintenance and repair work and inspections at a Purchaser Site, Power Provider shall provide reasonable written notice to Purchaser at least three (3) business days prior to entering the Purchaser Sites to perform routine maintenance, repairs or periodic inspections.

B. Governmental Approvals. While providing the Installation Work, Renewable Energy, and Solar Facility Operations, Power Provider shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Power Provider and to enable Power Provider to perform such obligations. Power Provider shall deliver copies of all Governmental Approvals obtained pursuant to this section to Purchaser. Power Provider acknowledges that the Purchaser Sites may be subject to certain notice or approval requirements by the appropriate state or federal agency. Power Provider agrees to provide Purchaser information if needed by Purchaser to provide the necessary notice or request the necessary approval from the applicable state or federal agency.

C. Health and Safety. Power Provider shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Renewable Energy, and Solar Facility Operations that shall comply with all Applicable Law pertaining to the health and safety of persons and real and personal property. Power Provider shall immediately report to Purchaser any death, lost time injury, or property damage to Purchaser's property that occurs on the Purchaser Sites or as part of Power Provider's operation of any Solar Facility on the Purchaser Sites.

D. Liens. Other than Lender's security interest in or ownership of the Solar Facility, Power Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("**Liens**") on or with respect to the Purchaser Sites or any interest therein. Power Provider also shall pay promptly before a fine or penalty may attach to the Purchaser Sites any taxes, charges or fees of whatever

type of any relevant Governmental Authority, relating to any work performed hereunder by Power Provider or its agents and subcontractors on the Purchaser Sites. If Power Provider breaches its obligations under this Section, it shall (i) immediately notify Purchaser in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to Purchaser, and (iii) defend, hold harmless and indemnify Purchaser against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

E. No Infringement. The Solar Facility and Power Provider's services hereunder, including the Installation Work, Renewable Energy and Solar Facility Operations, shall not infringe any third party's intellectual property or other proprietary rights.

F. Security. During construction of each Solar Facility, Power Provider shall provide and take reasonable measures for security of each Solar Facility located on a Purchaser Site as necessary to prevent injury to persons in the vicinity of the Solar Facility.

G. Interconnection. Power Provider shall be responsible for facilitating the execution of an Interconnection Agreement between Purchaser and the Local Electric Utility pursuant to the Local Electric Utility's requirements. At Purchaser Sites, the Power Provider shall be responsible for all costs related to interconnection between the Local Electric Utility and the Solar Facilities, including Interconnection Equipment and compliance with all applicable metering requirements, but not including interconnection costs required after the Commercial Operations Date of a Solar Facility. Notwithstanding this limitation, Power Provider is responsible for any interconnection costs incurred after the Commercial Operations Date that relate to the failure of Power Provider to operate the Solar Facility in accordance with the Interconnection Agreement. The installation and operation of the Solar Facility shall not adversely affect the current loads on existing transformers at Purchaser Sites other than the expected capacity requirement of the applicable Solar Facility.

H. Maintenance of Records. Power Provider shall maintain energy production and other records and documents relating to this Agreement as reasonably necessary to demonstrate its compliance with its obligations under this Agreement. Power Provider shall retain and maintain all records and documents relating to this Agreement for three (3) years after final payment by Purchaser hereunder or any applicable statute of limitations, whichever is longer and shall make them available for inspection and audit by authorized representatives of the Purchaser, at reasonable times and locations. Upon five (5) business days' notice, the Purchaser shall be provided reasonable access to Power Provider's records to perform any such audits. The right to audit shall include any of Power Provider's subcontractors including but not limited to any lower tier subcontractor(s). Power Provider and/or subcontractor(s) shall ensure the Purchaser has the right to audit such subcontractor(s).

I. Metering Devices. The Parties acknowledge and agree that Power Provider shall provide, install, own, operate and maintain Metering Devices at each Solar Facility.

(i) Standards. Metering Devices shall be revenue-grade, tested annually, or at the request of the Purchaser, and maintained and calibrated in accordance with manufacturer's standards and Applicable Law. Calibration and maintenance records shall be maintained in accordance with this Agreement and provided to the Purchaser upon request

(ii) Measurements. Readings of the Metering Devices at each Solar Facility shall be conclusive as to the amount of Renewable Energy output; provided, however, that if the Metering Device is out of service, is discovered to be inaccurate or registers inaccurately, measurement of Renewable Energy to the Delivery Point shall be determined by using the Data Acquisition System's recorded inverter level electric production quantities during that time period. If no reliable information exists as to the period of time during which such Metering Device was registering inaccurately, the time period will be based on the last annual testing and calibration of the meter.

7.2 Purchaser's Covenants. As a material inducement to Power Provider's execution and delivery of the Agreement, Purchaser covenants and agrees as follows:

A. Health and Safety. Other than Power Provider's obligations hereunder related to the Purchaser Sites, Purchaser shall at all times maintain the Premises consistent with all Applicable Laws pertaining to the health and safety of persons and property, except that Power Provider shall repair any damage to the Premises as provided in Section 7.1(A).

B. Notice of Damage. Purchaser shall promptly notify Power Provider of any matters it is aware of pertaining to any damage to or loss of the use of the Solar Facility or that could reasonably be expected to adversely affect the Solar Facility. Purchaser shall not be responsible for any loss of, or damage to, any portion of any Solar Facility or any of Power Provider's personal property, except to the extent caused by Purchaser or any of Purchaser's contractors or representatives (excluding any contractor or representative of Power Provider).

C. Liens. Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to any Solar Facility or any interest therein. If Purchaser breaches its obligations under this Section, it shall immediately notify Power Provider in writing and shall promptly cause such Lien to be discharged and released of record without cost to Power Provider.

7.3 Consents and Approvals. Purchaser shall reasonably assist Power Provider in obtaining, maintaining, and securing any necessary approvals, Governmental Approvals, and authorizations related to the installation of the Solar Facility, including, but not limited to, providing any authorizations needed for the above and signing applications for Governmental Approvals, local utility grid interconnection applications and rebate applications and processing. Purchaser shall ensure that any authorizations required of Purchaser are provided in a reasonably timely manner. To the extent that only Purchaser is authorized to obtain or issue any necessary approvals, Governmental Approvals, rebates

or other financial incentives, Purchaser shall deliver to Power Provider copies of said consents, approvals, Governmental Approvals, and authorizations relating to the performance of Purchaser's obligations and the rights granted by Purchaser hereunder and that are required by the terms, conditions or provisions of any restriction or any agreement or instrument to which Purchaser is a party or by which Purchaser is bound.

7.4 Temporary storage space during installation or removal. Purchaser shall provide sufficient temporary space for the storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work or Solar Facility removal, and access for rigging and material handling. Purchaser shall provide Power Provider a feasible area for construction laydown with regard to proximity the work area and existing ground conditions.

7.5 Certain Responsibilities of Purchaser.

A. Notwithstanding the existence of any agreement or future agreement with any third party or the self-generation of electricity by the Purchaser, the Purchaser agrees that it shall purchase 100% of all Renewable Energy generated by the Solar Facilities and delivered to the Delivery Points during the Term with respect to each Solar Facility.

7.6 To the extent applicable to the Purchaser Sites, Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the Solar Facility or License or any interest therein or proceeds thereof. If a Lien is imposed due to the actions of Purchaser, Purchaser shall immediately provide notice to the Power Provider and promptly cause such Lien to be discharged and released of record without any cost to Power Provider. Purchaser shall indemnify Power Provider against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing any Lien.

B. Purchaser's indemnification obligations under this Agreement are provided to the extent of the provisions of the Maryland Local Government Tort Claims Act, Sections 5-301 et seq. of the Courts and Judicial Proceedings Article, Annotated Code of Maryland, and subject to the appropriations of funds. The foregoing indemnification is not to be deemed as a waiver of any immunity that may exist in any action against Howard County, Maryland or its officers, agents, volunteers and employees.

C. After each Commercial Operations Date, Purchaser shall take reasonable measures for the security of the Purchaser Sites. The Parties understand that such policies, systems and practices are not expected to materially impact Purchaser's security costs at the Premises.

7.7 Maintenance of the Premises.

Purchaser shall maintain the Purchaser Sites and Premises in good condition and repair, so as to be able to receive and utilize the Renewable Energy generated by the applicable Solar

Facility. Except as otherwise provided for in this Agreement, Purchaser shall maintain the Purchaser Sites and Premises and shall not take any actions that would materially interfere with the operation of the applicable Solar Facility, reduce the production of Renewable Energy from the Solar Facility or damage or otherwise increase the cost of maintenance of the Solar Facility. Purchaser shall not install or permit to be installed on any Premises (or any other property owned or controlled by Purchaser) any physical obstruction to the operation of any Solar Facility. Purchaser shall maintain the Site Electrical Systems in good working order, and shall perform such other maintenance, repair and upgrades as may be required including such work required by the Local Electrical Utility or by Applicable Law.

7.8 Maintaining the Utility Service and Meter.

A. At Purchaser Sites, Purchaser shall maintain the Metering Device in good condition and repair and will maintain its connection and service contract(s) with the Local Electric Utility, or any successors thereto, (including, but not limited to, the Interconnection Agreement) so that Purchaser can, upon any suspension or interruption of delivery of Renewable Energy generated from the Solar Facility, obtain its full requirements of electricity for the Premises from the Utility. In the event of abandonment of a Premises by the Purchaser, Purchaser shall assign the Interconnection Agreement, as provided by law, to the successor owner of the Premises for the use of the Solar Facility as intended herein, or to the Power Provider in order to insure that the Interconnection Point is maintained.

B. If required, the Purchaser acknowledges and agrees that it may be required to sign the Interconnection Agreements. At Purchaser Sites, Power Provider shall be responsible for any and all payments, including materials and construction costs, related to the Interconnection Equipment required by the Utility under the Interconnection Agreement related to a specific Solar Facility prior to the Commercial Operations Date. Notwithstanding this limitation, Power Provider is responsible for any interconnection costs incurred after the Commercial Operations Date that relate to the failure of Power Provider to operate the Solar Facility in accordance with the Interconnection Agreement. Purchaser shall use commercially reasonable efforts other than cost contribution to assist Power Provider and cooperate with Power Provider, as necessary, to acquire and maintain approvals, permits, and authorizations related to the construction, operation, maintenance, repair, and decommissioning of each Solar Facility, including providing any building owner or occupant authorizations and signing any applications for permits, any related Local Electric Utility documents in addition to the Interconnection Agreement, SREC, REC or other Environmental Attribute creation and verification and rebate applications as are required to be signed by a person in the position of Purchaser. Purchaser shall also deliver to the Power Provider copies of any necessary approvals or permits that are in the name or physical control of Purchaser.

C. At all times during the Term, Purchaser shall maintain arrangements with each Local Electrical Utility and comply with all requirements of each Interconnection Agreement (except for operational requirements of each Solar Facility, which shall be Power Provider's responsibility).

7.9 Performance of Solar Facility.

The Purchaser understands and agrees that the generation of Renewable Energy from a Solar Facility is dependent upon direct sunlight from the sun and therefore the actual output of Renewable Energy from a Solar Facility may vary from time to time from design capacity depending upon season and weather. Purchaser acknowledges and understands that the Solar Facilities, as a solar photovoltaic systems, will produce Renewable Energy intermittently, and will not provide Purchaser with an uninterrupted supply of electricity. THIS AGREEMENT PROVIDES NO WARRANTY OR GUARANTEE TO PURCHASER OF AN UNINTERRUPTED SUPPLY OF ELECTRICITY.

7.10 Notwithstanding anything to the contrary herein, Power Provider shall have the right to interrupt, reduce or discontinue the delivery of Renewable Energy for purposes of inspection, maintenance, repair, replacement, or alteration of the Solar Facilities, or at the direction of any authorized Governmental Authority or Local Electrical Utility. Other than in the event of an unexpected interruption or in the event of an emergency, Power Provider shall give Purchaser notice prior to an interruption of Renewable Energy and an estimate of the expected duration of the interruption.

8. WARRANTIES.

8.1 Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in this Agreement, Power Provider represents and warrants to Purchaser as of the Effective Date that:

- A. it is duly organized and validly existing and in good standing in the jurisdiction of its organization;
- B. it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;
- C. it has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement;
- D. this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;
- E. there is no litigation, action or proceeding, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein; and
- F. its execution and performance of this Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

- 8.2 Requisite Standards. The Solar Facilities shall be installed with due care by qualified employees, representatives, agents or contractors of Power Provider or its Affiliate and shall conform to applicable industry standards and practices and Applicable Law (“**Requirements**”). If Power Provider fails to meet any of the foregoing Requirements, Power Provider or its Affiliate shall perform at its own cost, and without additional charge to Purchaser, the professional services necessary to correct errors and omissions, including any necessary replacement of the applicable Solar Facility, that are caused by Power Provider’s failure to comply with the above Requirements so that such Solar Facility is capable of generating and delivering Renewable Energy at the expected levels in accordance with this Agreement.
- 8.3 Anti-Bribery. Power Provider warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government
- 8.4 Compliance Issues. Power Provider hereby represents and warrants that:
- A. It is qualified to do business and is in good standing in the State of Maryland and that it will take such actions as, from time to time hereafter, may be necessary to remain so qualified and in good standing.
 - B. It is not in arrears with respect to the payment of any moneys due and owing to the Purchaser, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Term of this Agreement;
 - C. It shall comply with all Applicable Law applicable to its activities and obligations under this Agreement; and
 - D. It shall obtain, at its expense, all licenses, Governmental Approvals, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.
- 8.5 Conflict of Interest. Power Provider represents that no State or Purchaser officer, employee, or agent who has participated personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in respect of this Agreement nor any spouse, parent, minor child, brother, or sister of such State officer, employee or agent, has a financial interest in the transactions contemplated by this Agreement or in Power Provider. Power Provider shall execute the affidavit of compliance with the Purchaser’s ethics law, attached hereto as Exhibit J.
- 8.6 Contingent Fee Prohibition. Power Provider warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Power Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

8.7 Drug and Alcohol-Free Workplace. Power Provider warrants that Power Provider shall, throughout the Term of this Agreement, comply with Howard County Policy and Procedure Number 200.3, Title: CDL Alcohol and Drug Testing with regard to Power Provider's employees, agents, and contractors.

9. TAXES AND GOVERNMENTAL FEES.

9.1 Power Provider Obligations. Except as provided in Section 6.10, Power Provider shall be responsible for all income, gross receipts, ad valorem, personal property or other similar taxes and any and all franchise fees or similar fees assessed against it by any Governmental Authority, due to its ownership of the Solar Facilities. For the avoidance of doubt, the Power Provider shall pay all filing fees and fee for permits that may imposed by the Purchaser. If Power Provider is assessed any taxes or fees related to the Solar Facilities, the Power Provider shall immediately notify the Purchaser. Purchaser and Power Provider shall cooperate in contesting such assessments if they are incorrect; provided, however, that Power Provider shall pay such taxes to avoid any penalties on such assessments. Nothing contained in this Agreement shall be deemed to constitute a waiver of any exemption to which Power Provider may be entitled under the laws of the State.

10. FORCE MAJEURE.

10.1 Definition. "Force Majeure Event" or "FME" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (a) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (b) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (c) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, pandemic, terrorist acts, or rebellion; (d) strikes or labor disputes; (e) action or inaction by a Governmental Authority or any public utility that prevents the performance of any activities material to this Agreement and any Change in Law that prevents the performance of any activities material to this Agreement; and (f) the impossibility for one of the Parties, despite its reasonable efforts, to obtain, in a timely manner, any Governmental Approval necessary to enable the affected Party to fulfill its obligations in accordance with this Agreement, provided that the delay or non-obtaining of such Governmental Approval is not attributable to the Party in question and that such Party has exercised its reasonable efforts to obtain such Governmental Approval. For the purposes of the Agreement, except for a FME set forth in subsection (c) above, a FME shall apply on a Solar Facility-by-Facility basis. For the avoidance of doubt, a FME that affects one Purchaser Site or Solar Facility shall not be deemed to impact further performance of any Party at any other Purchaser Site or Solar Facility unless the affected Party provides reasonable notice of the FME's impact on multiple Purchaser Sites or Solar Facilities.

- 10.2 Excused Performance. Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a FME; provided that the Party claiming relief under this Section 10 shall promptly (a) notify the other Party in writing of the existence of the FME and the Site or Sites impacted, (b) exercise all reasonable efforts necessary to minimize delay caused by such FME, (c) notify the other Party in writing of the cessation or termination of said FME and (d) resume performance of its obligations hereunder as soon as practicable thereafter. If Power Provider claims relief pursuant to a FME, the obligation of County to make a Renewable Energy Charge to Power Provider on any payment date shall be suspended until Power Provider resumes performance of its obligations under this Agreement at which time such Renewable Energy Charge shall become immediately due and payable; provided, however, that County shall not be excused from making any payments and paying any unpaid amounts due in respect of Renewable Energy delivered to County prior to the FME performance interruption.
- 10.3 Termination in Consequence of Force Majeure Event. If a FME shall have occurred that has affected Power Provider's performance of its obligations hereunder with respect to a Solar Facility and that has continued for a period of one hundred eighty (180) consecutive days or three hundred and sixty five (365) days in the aggregate, then Purchaser shall be entitled to terminate this Agreement with respect to such Solar Facility upon ninety (90) calendar days' prior written notice to Power Provider; such 90-day notice may be given by Purchaser prior to the expiration of the consecutive 180-day or aggregate 365-day periods. If at the end of such ninety (90) day period such Force Majeure Event shall continue, this Agreement with respect to such Solar Facility shall automatically terminate. By mutual agreement of the Parties, any Solar Facility damaged or destroyed by a Force Majeure Event may be replaced by Power Provider within the time frames set forth above and, subsequent to replacement and upon commencement of operation of the replacement Solar Facility, all terms and conditions of this Agreement will remain in effect, including the remaining Term of this Agreement.

11. EVENTS OF DEFAULT; REMEDIES.

- 11.1 Events of Default. An "**Event of Default**" shall mean, with respect to a Party ("**Defaulting Party**") at any Purchaser Site or Solar Facility, the occurrence of any of the following:

A. a Party commits a material breach of this Agreement and such breach is not remedied within thirty (30) calendar days after written notice thereof is received (the "**Initial Cure Period**"); or if such breach is not reasonably capable of being cured within such Initial Cure Period, such failure is not remedied within ninety (90) calendar days after the end of the Initial Cure Period;

11.2 a Party becomes Bankrupt; or

B. such Party assigns (other than an assignment by Purchaser to its Affiliates, an assignment by or from a Project Entity, or a collateral assignment to a Lender as allowed

under Section 11) this Agreement or any rights, interests or obligations hereunder without the prior written consent of the other Party when such consent is required and such breach is not remedied within thirty (30) calendar days after written notice thereof is received.

11.3 Power Provider Events of Default. Any of the following events shall also constitute a Power Provider Event of Default:

A. the failure by Power Provider to maintain the required bonds during the Term as required under Section 12 this Agreement and such breach is not remedied within thirty (30) calendar days after written notice thereof is received;

B. the transfer by Power Provider of all or substantially all of its assets to another Person or entity without the prior written consent of Purchaser, except for collateral assignments to Lenders in accordance with Section 11 and assignments to Affiliates of Power Provider or a Project Entity; and

C. any Governmental Approval necessary for the Power Provider to be able to perform as contemplated by the Agreement with respect to a Solar Facility expires or is revoked or suspended with respect to such Solar Facility and is not renewed or reinstated within thirty (30) calendar days following the expiration, revocation or suspension thereof, by reason of the action or inaction of Power Provider.

Insofar as Power Provider is deemed to be in default, the default at any one Purchaser Site or Solar Facility shall only apply to that Site or Facility and shall not cause a default at any other Site or Facility.

11.4 Purchaser Events of Default. Any of the following events shall also constitute a Purchaser Event of Default:

11.5 Purchaser fails to pay Power Provider any undisputed amount due to Seller under this Agreement within sixty (60) days from receipt of notice from Seller of such past due amount;

A. Purchaser's modification or change in use of a Premises in a manner that affects Power Provider's ability to operate the applicable Solar Facility; and

B. Purchaser ceases to own or occupy the Premises.

11.6 General Remedies for Events of Default.

If an Event of Default occurs at one or more Purchaser Sites or Solar Facilities, the non-defaulting Party (the "**Non-Defaulting Party**") shall have the right to: (i) suspend performance under the Agreement with respect to the identified Solar Facility in relation to which the Event of Default occurred (provided that Purchaser shall be obligated to pay for all Renewable Energy delivered by such Solar Facility until termination); (ii) terminate the Agreement with respect to the identified Solar Facility or Solar Facilities in the case of a Default occurring at multiple Purchaser Sites; and (iii) exercise any remedies under this Agreement and available at law. Without limiting the

generality of the foregoing, upon a Power Provider Event of Default with respect to Power Provider's obligations under Section 4.14 with respect to a Solar Facility, Purchaser shall have the right to exercise its remedies under the applicable decommissioning bond provided by the Power Provider in respect of Power Provider's obligations under Section 4.14 for such Solar Facility.

11.7 Damages on Termination.

A. Upon a termination of this Agreement with respect to a Solar Facility by the Purchaser due to a Power Provider Event of Default, Power Provider shall have the obligation to remove the applicable Solar Facility from the applicable Purchaser Site(s) and Purchaser shall have the right to pursue any actual, direct damages relating to any necessary repairs to, damages to, or loss of the Purchaser Site(s) or Purchaser's personal property or fixtures on the Purchaser Site(s) caused by a Power Provider Event of Default at the identified Purchaser Site(s).

11.8 Upon termination of this Agreement with respect to an identified Solar Facility by Power Provider due to a Purchaser Event of Default, Power Provider shall have the right to remove the identified Solar Facility from the Purchaser Site(s) and shall be entitled to recover from the Purchaser the applicable Termination for Convenience Payment(s) plus any and all and other amounts previously accrued and payable by the Purchaser to Power Provider with respect to such identified Solar Facility.

11.9 Cumulative Remedies.

A. The remedies provided for in this Section 11 shall be without prejudice and in addition to any right of set-off, combination of accounts, Lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

B. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, (i) a termination or suspension of this Agreement with respect to a particular Solar Facility shall affect only the applicable Solar Facility and the rights and obligations of the Parties with respect to such Solar Facility, and the rights and obligations of each Party with respect to all other Solar Facilities shall remain unchanged thereby, and (ii) in no event shall a Power Provider Event of Default solely with respect to individual Solar Facilities give the Purchaser the right to terminate this Agreement or exercise any other remedies with respect to any other Solar Facilities.

11.10 Lender's Right to Cure. Upon a Power Provider Event of Default, Purchaser agrees not to terminate this Agreement with respect to such Solar Facility unless it first provides the Lender with a written notice of such Power Provider Event of Default and an opportunity to cure within fifteen (15) Business Days of such notice. Purchaser shall accept a cure of any Power Provider Event of Default by the Lender, so long as the cure is accomplished within the applicable cure periods set forth in the Agreement.

11.11 EXCLUSION OF CONSEQUENTIAL DAMAGES. EXCEPT AS MAY OTHERWISE BE SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY

SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS, LOST REVENUE OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT, IN CONTRACT OR OTHERWISE, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

11.12 DISPUTE RESOLUTION.

The Parties hereby consent to the exclusive personal and subject matter jurisdiction of the federal and state courts of the State of Maryland in any dispute arising under this Agreement. The Parties waive trial by jury in any action or proceeding between them or to which they are parties arising out of or in any way pertaining to this Agreement. This waiver is knowingly, willingly and voluntarily made by the Parties, who hereby represent and warrant that no representations of fact or opinion have been made to induce this waiver of trial by jury or to in any way modify or nullify its effect.

11.13 Assignment.

E. Except as provided in Section 11.11, Power Provider shall not sell, transfer or assign (collectively, an “**Assignment**”) this Agreement or any interest therein, without the prior written consent of County unless such Assignment is to a wholly-owned Project Entity of Power Provider, provided that such assignee is qualified and assumes Power Provider’s obligations hereunder. At any time on or prior to mechanical completion of any Solar Facility and prior to acceptance testing of a Solar Facility pursuant to Section 4.6, Power Provider (a) may, with written notice to, but without consent of, Purchaser, assign, pledge or transfer all or any part of, or any right or obligation under this Agreement with respect to such Solar Facility to any Affiliate or wholly-owned Project Entity of Power Provider that has executed a license or lease agreement with respect to a Facility Site and (b) may, with the prior written consent of Purchaser, which shall not be unreasonably withheld or delayed, assign, pledge or transfer all or any part of, or any right or obligation under this Agreement with respect to such Solar Facility to a Qualified Assignee which assumes the obligations of Power Provider hereunder solely with respect to such Solar Facility (each such transfer set forth in clauses (a) and (b), a “**Permitted Transfer**”). The assigning Power Provider shall deliver notice of any Permitted Transfer to Purchaser in writing as soon as reasonably practicable. A “**Qualified Assignee**” must be a business organization with: (i) experience comparable with the assigning Power Provider in the operation and management of commercial renewable energy generating systems, (ii) the financial capability equal to or greater than the assigning Power Provider at the time of the assignment and (iii) the ability to maintain the applicable Solar Facility and provide the Renewable Energy in respect of the applicable Solar Facility in the manner required by this Agreement.

A. Following a Permitted Transfer, the transferee shall become a Power Provider under the PPA solely with respect to the applicable Solar Facility and shall automatically and without further action be bound by all of the terms and provisions of this Agreement assumed by such Power Provider. Notwithstanding anything to the contrary in this

Agreement, no Power Provider shall have any rights, interests, obligations or liabilities under this Agreement with respect to a Solar Facility not owned (directly or indirectly) by such Power Provider (including Renewable Energy generated by such Solar Facility), other than those obligations and liabilities under this Agreement assumed by the transferee Power Provider.

B. Purchaser acknowledges and affirms that Power Provider may be required to utilize separate Project Entities for each Purchaser Site or Solar Facility to facilitate Solar Facility development, financing, construction, maintenance, and removal at each Purchaser Site. Power Provider shall have the right to freely assign rights and obligations between these Affiliate entities, with written notice to the Purchaser.

11.1 Lender Accommodations. The Parties acknowledge that the Power Provider will finance the acquisition and installation of the Solar Facilities pursuant to financing documents which may include a leveraged lease, loans and/or a tax equity investment with financing parties including the Lender. A Lender will require such financing to be secured by a first lien on the Power Provider's assets, including a collateral assignment of this Agreement and all of the Power Provider's rights and obligations hereunder. Accordingly, this Agreement and any interest in this Agreement and/or Power Provider's rights to receive payments hereunder, may be assigned by the Power Provider in connection with the financing or any refinancing of the Solar Facilities, alone or aggregated with other comparable systems, without the consent of the Purchaser. Purchaser further agrees (i) to execute such consents or similar documents with respect to a collateral assignment of this Agreement and the Solar Facility as the financing parties may reasonably request in connection with the financing or refinancing of the Solar Facility and (ii) acknowledges that such consents or similar documents, among other things, the validity and existence of this Agreement, the acknowledgment of no defaults under this Agreement and require the Purchaser to give the financing parties notice of, and an opportunity to cure, any breach by the Power Provider hereunder. The Purchaser agrees to cooperate with the Power Provider in the negotiation and execution of any reasonable amendment or addition to this Agreement required by the financing parties that does not have a material adverse effect upon the Purchaser hereunder.

In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Lender, Purchaser agrees as follows:

A. Consent to Collateral Assignment. Purchaser consents to the collateral assignment to the Lender of the Power Provider's right, title and interest in and to this Agreement. Written notice shall be provided to Purchaser of such sale and collateral assignment, together with the appropriate contact information for the Lender.

B. Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement:

- (i) Lender, as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Power Provider, all rights and remedies of Power Provider under this Agreement in accordance with the terms of this Agreement. Lender shall also be entitled to exercise all rights and

remedies of owners or secured parties, respectively, generally with respect to this Agreement and a Solar Facility.

- (ii) Lender shall have the right, but not the obligation (unless the Lender has succeeded to Power Provider's interests under this Agreement), to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Power Provider thereunder or cause to be cured any default of Power Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Power Provider under this Agreement or (unless the Lender has succeeded to Power Provider's interests under this Agreement) to perform any act, duty or obligation of Power Provider under this Agreement, but Purchaser hereby gives it the option to do so.
- (iii) Upon the exercise of remedies under its security interest in the Solar Facility, including any sale thereof by the Lender with the written approval of Purchaser (not to be unreasonably withheld), whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Power Provider to the Lender (or any Qualified Assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Purchaser of the transferee or assignee of this Agreement. Such transferee or assignee shall assume in writing, in form and content reasonably satisfactory to Purchaser, the due performance of all Power Provider's obligations under this Agreement and including the provision of all representations and warranties under this Agreement, including, but not limited to the representations and warranties contained in Sections 8.4, 8.5, 8.6 and 8.7. Any such exercise of remedies shall not constitute a default under this Agreement. Power Provider shall provide written notice to Purchaser in the event that Power Provider receives written notice from its Lender that Power Provider is in default under its financing agreements with respect to a Solar Facility or that Power Provider's Lender intends to exercise the remedies under its security interest in a Solar Facility.
- (iv) For purposes of this section, a "**Qualified Assignee**" must be a business organization with experience comparable with Power Provider's in the operation and management of commercial Renewable Energy generating Solar Facilities and with the financial capability to maintain the Solar Facility and provide the Renewable Energy in the manner required by this Agreement.

C. Right to Cure. If the Lender or a Qualified Assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Power Provider's assets and shall, within the time periods described in this Agreement, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no

longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

D. Changes in Lender. Purchaser acknowledges and agrees that Power Provider may change Lender at any time, in Power Provider's sole discretion, and Purchaser shall abide by such new contact information and payment directions as instructed by Power Provider.

12. BONDING.

12.1 Decommissioning Bonds.

A. The Power Provider shall provide individual decommissioning bonds for the decommissioning of each Solar Facility located at a Purchaser Site in the amount that covers 100% of the Power Provider's estimated costs to remove the Solar Facility from the Purchaser Site and return the Purchaser Site to the same condition as existed prior to the commencement of the Installation Work, ordinary wear and tear excepted, less the estimated salvage value of the Solar Facility, either at the end of the Term or when the Solar Facility is abandoned.

12.2 The decommissioning bond(s) shall be substantially in the form provided in Exhibit F and underwritten by a surety company authorized to do business in the State of Maryland and shall be subject to approval by Purchaser, which shall not be unreasonably, withheld or conditioned.

B. The Power Provider shall provide a decommissioning plan and cost estimate for such decommissioning for each Solar Facility. Furthermore, the decommissioning plan shall address, but not be limited to, (i) the conditions of the Purchaser Site prior to construction to illustrate how the Purchaser Site will be restored, and (ii) the timeframe for decommissioning. The decommissioning plan must be submitted to Purchaser thirty (30) days prior to the Commercial Operations Date for each Solar Facility. Such decommissioning plan shall be deemed approved if Purchaser fails to reject such plan within fifteen (15) days of receipt, and Purchaser may not unreasonably withhold, delay or condition such approval.

C. The decommissioning bond(s) shall be maintained throughout the Term of this Agreement with respect to the applicable Solar Facility. Evidence of annual renewal of the decommissioning bond(s) and payment of the required premium shall be provided to Purchaser upon Purchaser's request. The Purchaser shall have the right to use the decommission bonds to secure the costs incurred for the Power Provider's failure to pay the decommissioning costs.

D. The cost of the bonds required pursuant to this Section will not be recoverable by Power Provider from the Purchaser as a separate cost item.

13. NOTICES.

13.1 Notice Addresses. Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and addressed to the other Party as follows:

If to Power Provider:

CI Renewables LLC
2 Village Square, Suite 252
Baltimore, MD 21210
Attn: Walter Serafyn
Telephone: 443-461-5901
Email: Walter.serafyn@cirenw.com

If to County:

Leah Miller
Energy Manager
Howard County Office of Community
Sustainability
3430 Court House Drive
Ellicott City, MD 21043
Telephone: (410) 313-6172
Email: lemiller@howardcountymd.gov

With copies to:

County Solicitor
Howard County Office of Law
3450 Court House Drive
Ellicott City, MD 21043
Tel: 410-313-2100____
Email: _____

Director, Department of General Services
9200 Berger Road
Columbia, MD 21046
Telephone: 410-313-2700
Email: build@howardcountymd.gov

If to HCC:

[]

If to HCPSS:

[]

or at such other address as may be designated in writing to the other Party.

- 13.2 Notice. Unless otherwise provided herein, any notice provided for in this Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.
- 13.3 Notices of Default. Purchaser will deliver to the Lender, concurrently with delivery thereof to Power Provider, a copy of each Default Notice given by Purchaser under this Agreement, inclusive of a reasonable description of Power Provider default.
- 13.4 Address for Invoices. All invoices under this Agreement shall be submitted electronically to the email address provided by Purchaser.

14. GOODWILL AND PUBLICITY.

Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, and comment upon, any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement and that is not otherwise a matter of public record. At no time, will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party.

15. INDEMNITY.

To the extent permitted by Applicable Law, each Party (the “*Indemnifying Party*”) shall defend, indemnify and hold harmless the other Party and its affiliates and their respective officers, directors, employees, contractors, subcontractors, and agents from and against any and all claims or actions, and the resulting losses, liabilities, damages, expenses, reasonable attorney’s fees and court costs, whether incurred by settlement or otherwise (“*Claims*”) of third parties to the extent arising out of, or by reason of, the negligence, gross negligence, or willful misconduct of the Indemnifying Party, its affiliates or their respective officers, directors, employees, contractors, subcontractors, or agents. In addition, Purchaser agrees to indemnify Power Provider against Claims relating to environmental matters at Purchaser Sites where such claim is not caused by the action of Power Provider. If a Person entitled to indemnification under this section (an “*Indemnified Party*”) receives notice or has knowledge of any Claim that may result in a claim for indemnification hereunder, it shall promptly give written notice of such Claim to the Indemnifying Party, which notice must include a reasonably detailed description of the facts and circumstances relating to such Claim. Failure promptly (but in no less than five (5) business days) to give such written notice or to provide such information and documents will not relieve an Indemnifying Party of any obligation of indemnification it may have hereunder except to the extent that such failure materially diminishes the Indemnifying Party’s ability to

respond to such Claim. The Parties shall consult and cooperate with respect to the response and the defense of any such Claim and the Indemnifying Party, upon its acknowledgment in writing of its obligation to indemnify the Indemnified Party, will be entitled to assume and control the defense or to represent the interests of Indemnified Party, which will include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the Indemnified Party and to propose, accept or reject offers of settlement; provided, however, that the Indemnified Party will have the right to retain separate counsel with respect to such Claim at its own expense.

Purchaser's indemnification obligations under this Agreement are subject to the limitations of the Maryland Local Government Tort Claims Act, Sections 5-301 et seq. of the Courts and Judicial Proceedings Article, Annotated Code of Maryland. and subject to the appropriations of funds. The foregoing indemnification is not to be deemed as a waiver of any immunity that may exist in any action against Purchaser or its officers, agents, volunteers and employees.

16. INSURANCE

- 16.1 The Power Provider in aggregate across all Purchaser Sites and Solar Facilities shall maintain at its expense, throughout the Term, insurance against loss or liability in connection with bodily injury, death, property damage or destruction, occurring on the Premises or the Power Provider Sites or arising out of the use thereof by Power Provider or its agents, employees, officers, contractors or subcontractors, under one or more policies of Commercial General Liability ("CGL") insurance having such limits as to each as are reasonably required by Purchaser, but in any event of not less than a minimum coverage of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) annual aggregate, and shall contain broad form CGL Endorsement or its equivalent. Power Provider shall also maintain, at its own expense throughout the Term, all risk or fire and extended coverage insurance covering all improvements to the Premises constructed and owned by Power Provider under the terms of this Agreement, including structures, fixtures, equipment and personal property at full replacement value. The Purchaser must be a named or additional insured on all insurance.
- 16.2 Power Provider shall require any contractor or subcontractor it engages for construction, repair, maintenance, or improvements to the Premises to maintain, in force and in effect, prior to the beginning of the construction, repair, maintenance or improvement, and must remain in effect until completion of the construction, repair, maintenance or improvement has been completed, insurance against loss or liability in connection with bodily injury, death, property damage or destruction, occurring within the Premises or arising out of the use thereof by Power Provider or its agents, employees, officers, contractors and subcontractors, under one or more policies of CGL insurance having such limits as to each as reasonably required by Purchaser but, in any event, of not less than a minimum coverage of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) annual aggregate, and shall contain broad form CGL Endorsement. County reserves the right at the end of each five (5) years throughout the Term to adjust the aforementioned minimum insurance requirements specified in this Agreement based upon the percentage change in the Consumer Price Index (CPI) for All Urban Consumers (COI-U): Selected

Areas, All Items Index for the Washington-Baltimore consolidated area, for such five (5) year period. In the event the CPI is replaced or otherwise ceases to exist, the Purchaser shall designate a comparable economic indicator to replace the CPI for purposes thereof. The Purchaser must be a named or additional insured on all insurance.

- 16.3 Power Provider shall maintain, at its sole cost and expense, or require any construction contractor or subcontractor it engages for the construction, repair, maintenance, improvement or decommissioning of the Premises, to maintain, in force and in effect, prior to the beginning and remaining in effect until completion of, said construction, repair, maintenance, improvement or decommissioning in accordance with all legal requirements, as certified by an independent inspection at Power Provider's cost, and in accordance with the approved design and construction plans and with the terms and conditions of this Agreement, a Builder's Risk policy or policies of insurance, with an insurance company authorized to conduct business in the State of Maryland against loss or damage to all improvements (including but not limited to all alterations, additions and replacements thereto) along with business interruption and extra expense coverage, that may occur by reason of fire, wind, storm, smoke, vandalism, malicious mischief, civil riot, commotion, and other traditionally insured risks and hazards and also including an extended coverage endorsement.
- 16.4 Power Provider shall, at its sole cost and expense, maintain, and shall require any construction contractor or subcontractor it engages for construction, repair, maintenance or improvement to the Premises to maintain, throughout the Term, Worker's Compensation and Employer's Liability insurance, with an insurance company authorized to conduct business in the State of Maryland, in compliance with the Maryland Workers' Compensation Act.
- 16.5 Power Provider shall, at its sole cost and expense, maintain, and shall require any contractor it engages for the construction, repair, maintenance or improvement to the Premises to maintain, throughout the Term, comprehensive automobile insurance, with an insurance company authorized to conduct business in the State of Maryland, with a combined single limit and umbrella coverage of One Million Dollars (\$1,000,000).
- 16.6 Power Provider acknowledges that if the Premises are located within the flood plain Power Provider shall, at its sole cost and expense, maintain in force and in effect, prior to the Effective Date and throughout the Term, commercial flood insurance against loss or liability in connection with a physical loss of improvements or contents, real or personal, caused by a flood occurring within or on the Premises or arising out of the use thereof by Power Provider or its agents, employees, officers, subtenants, invitees, visitors and guests, under one or more policies of Commercial/Renter Flood Insurance and/or the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program, or its successor, and having such limits as to each as required by State or Federal law, but in no event less than the value of the facility and improvements or contents on the Premises. Power Provider shall increase the required coverage under such policies promptly upon written request from County.

- 16.7 In the event that Power Provider, or any of its officers, agents, employees, successors and assigns, or contractors, perform activities within fifty (50) feet vertically or horizontally of railroad tracks, Power Provider shall provide Railroad Protective Liability Insurance (ISO/RIMA Form G 00 35 or equivalent), in the name of the State of Maryland, County, and the Maryland Department of Transportation. Such insurance shall be procured prior to the initiation of any such activity. The policy shall have limits of liability of not less than Fifteen Million Dollars (\$15,000,000.00) per occurrence, combined single limits, for coverage A & B, for losses arising out of injury to or death of any person, and for physical loss or damage to or destruction of property, including the loss of use thereof. A Ten Million Dollar (\$10,000,000.00) annual aggregate may apply. If equivalent, or better, wording is not contained in the policy form, the following endorsement shall be included: "It is agreed that in this policy of insurance 'Physical Damage to Property' means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, signals, bridges or buildings."
- 16.8 Each such policy set forth in Section 16 shall (1) name Purchaser as additional insured thereunder, (2) by its terms be considered primary and non-contributory with respect to any other insurance (if any) carried by the Purchaser or its successors and assigns, (3) by its terms, provide Purchaser with thirty (30) calendar days prior written notice before cancellation, non-renewal, or material change to a policy, and (4) be issued by an insurer authorized to do business in the State of Maryland and reasonably satisfactory to the Purchaser with: (i) Claims paying ability of not less than "A" (or the equivalent) by S&P and one other Rating Agency satisfactory to the State of Maryland; and (ii) An "A" rating or better and have a financial size category of IX or better in the most recent Best's Key Rating Guide. Power Provider shall obtain from its insurer and deliver to Purchaser an endorsement to Power Provider's policy to evidence that Purchaser is named as an additional insured and will be given thirty (30) calendar days' notice prior to cancellation, non-renewal, or material change to the policy.
- 16.9 At least five (5) calendar days before the Effective Date of this Agreement, the Power Provider shall deliver to the Purchaser a certificate of insurance, listing Purchaser as an additional insured, for each such policy in a form reasonably acceptable to Purchaser, and at least thirty (30) calendar days before any such policy expires, the Power Provider shall deliver to the Purchaser a certificate of insurance for each replacement policy therefore. In the event the Power Provider fails to pay any insurance premium when due, Purchaser shall have the option but not the obligation of paying such insurance premiums on behalf of the Power Provider and, the Power Provider shall immediately, upon demand, repay such sum to Purchaser. Notwithstanding the foregoing, certificates of insurance required from contractors and subcontractors shall be provided to Purchaser prior to beginning any work for which that contractor or subcontractor has been engaged.
- 16.10 All required insurance shall include a clause or endorsement denying the insurer any rights of subrogation or recovery against the Purchaser to the extent such rights have been waived by the insured before the occurrence of injury or loss. Power Provider waives any rights of subrogation or recovery against Purchaser for injury or loss due to hazards covered or which should be covered by policies of insurance obtained or which should have been

obtained pursuant to this Agreement, to the extent of the injury or loss covered or to have been covered thereby and, further, any deductible or retention shall be deemed to be insurance coverage.

17. MISCELLANEOUS.

17.1 EPA Compliance. Materials, supplies, equipment, or services provided under this Agreement shall comply in all respects with the Federal Noise Control Act of 1972, where applicable, as well as all other federal or state environmental laws and regulations.

17.2 O.S.H.A. All materials, supplies, equipment or services supplied as a result of this Agreement shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

17.3 Political Contributions Disclosure. The Power Provider shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Election website: http://www.elections.state.md.us/campaign_finance/index.html.

17.4 Registration. Pursuant to 7-201 *et seq.* of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the Maryland Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Maryland Department of Assessments and Taxation.

17.5 Subcontracting. Provider may subcontract any portion of the services provided under this Agreement without obtaining the prior written approval of the Purchaser. Any such subcontract shall be subject to the terms and conditions of this Agreement and include the Purchaser an additional insured on all insurance. Notwithstanding any subcontracting, the Power Provider shall not be relieved of and shall remain liable and responsible for all of its obligations under this Agreement. The Purchaser shall not be responsible for the fulfillment of Provider's obligations to the subcontractors.

- 17.6 Nondiscrimination in Employment. The Power Provider agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- 17.7 Integration; Attachments. This Agreement including the Contract Documents constitutes the entire agreement and understanding between Power Provider and Purchaser with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect.
- 17.8 Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement the normal standards of performance within the renewable energy power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.
- 17.9 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Power Provider or Purchaser shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.
- 17.10 Limited Effect of Waiver. The failure of Power Provider or Purchaser to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.
- 17.11 Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.
- 17.12 Governing Law Maryland Law Prevails. The Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.
- 17.13 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Agreement.

- 17.14 Relation of the Parties. The relationship between Power Provider and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Power Provider and Purchaser, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.
- 17.15 Successors and Assigns. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Power Provider and Purchaser and their respective permitted successors and assigns.
- 17.16 PDFs and Counterparts. In order to expedite the full execution of this Agreement, the parties have agreed to accept Portable Document Format (“PDF”) copies of this Agreement and PDF copies of the signatures thereon as if they were executed originals of this Agreement bearing original signatures. This Agreement may be executed in one or more counterparts and shall be effective and binding on the parties.
- 17.17 Treatment of SRECs. Power Provider shall retain ownership of all RECs or SRECs and may sell such RECs or SRECs on the open market throughout the Term. Power Provider shall be responsible for compliance with the provisions of Maryland laws and all other applicable laws to ensure that the RECs or SRECs are properly credited to the applicable Solar Facility.
- 17.18 Forward Contract. The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- 17.19 Service Contract. The Parties intend that this Agreement be treated as a “service contract” within the meaning of Section 7701(e) of the Internal Revenue Code. Purchaser shall not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the Solar Facilities.
- 17.20 Consents and Amendments. Notwithstanding anything to the contrary under this Agreement, where the consent of, or notice to, a Partner or Purchaser is required with respect to a Solar Facility, Power Provider need only obtain the consent of, or provide notice to, the Purchaser listed adjacent to such Solar Facility in Exhibits A, B and C. No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by duly authorized representatives of all Parties, provided that only the consent and signature of Power Provider and the applicable Purchaser shall be required for amendments or modifications that only impact the rights and obligations of such Purchaser, including without limitation adding additional Solar Facility for such Purchaser to Exhibits A, B or C, as applicable and revising Exhibit A, B or C, as applicable with respect to such Purchaser’s Solar Facilities.

[SIGNATURE PAGES ATTACHED]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Power Provider and Purchaser have executed this Agreement as of the Effective Date.

ATTEST:

HOWARD COUNTY, MARYLAND

Brandee Ganz
Chief Administrative Officer

Calvin Ball
County Executive

Date: _____

APPROVED:

Timothy Lattimer, Administrator
Office of Community Sustainability

APPROVED:

Yosef Kebede, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

Rafiu Ighile, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY:
this ____ day of _____, 2026

Gary W. Kuc
County Solicitor

Reviewing Attorneys:

NEED TO ADD SIGNATURE LINES/PAGES FOR HCC AND HCPSS

POWER PROVIDER: CI RENEWABLES HPCS LLC

Walter Serafyn
Authorized Signatory

EXHIBIT A – PURCHASER SITES (COUNTY)

The following sites are targeted Purchaser Sites and remain subject to adjustment or removal as further provided in the Agreement (including, without limitation, Section 4.2(A)).

County Sites

Site Name	Purchaser	Address of Purchaser Site	Type	Expected Capacity (kW DC)	Anticipated Roof Replacement Date	Anticipate d Placed in Service Date
Ascend One Building	County	8930 Stanford Boulevard, Columbia, MD 21045	Rooftop	724	Spring 2026	2027
New Elkridge Community Center	County	6365 Old Washington Road, Elkridge, MD 21075	Rooftop	541	2027	2028
North Laurel Community Center Pool	County	9411 Whiskey Bottom Road, Laurel, MD 20723	Rooftop	262	Pool Section Assumed Solar Ready	2026
9755 Patuxent Woods Dr	County	9755 Patuxent Woods Dr, Columbia , MD 21046	Rooftop	405	Spring 2026	2026

EXHIBIT B – PURCHASER SITES (HCC)

The following sites are targeted Purchaser Sites and remain subject to adjustment or removal as further provided in the Agreement (including, without limitation, Section 4.2(A)).

HCC Sites

Site Name	Purchaser	Address of Purchaser Site	Type	Expected Capacity (kW DC)	Anticipated Roof Replacement Date	Anticipated Placed in Service Date
Clark Library	HCC	6060 Scholarship Drive, Columbia, MD 21044	Rooftop	272	Fall 2025	2026

EXHIBIT C – PURCHASER SITES (HCPSS)

The following sites are targeted Purchaser Sites and remain subject to adjustment or removal as further provided in the Agreement (including, without limitation, Section 4.2(A)).

HCPSS Sites

Site Name	Purchaser	Address of Purchaser Site	Type	Expected Capacity (kW DC)	Anticipated Roof Replacement Date	Anticipate d Placed in Service Date
Route 40/Marriottsville Road Property	HCPSS	2865 Marriottsville Road, Ellicott City, MD 21042	Ground	2579	N/A	2027
Harper's Choice Middle School	HCPSS	5450 Beaverkill Road, Columbia, MD 21044	Rooftop	665	Assumed Solar Ready	2026
Murray Hill Middle School	HCPSS	9989 Winter Sun Road, Laurel, MD 20723	Rooftop	383	Assumed Solar Ready	2026
Triadelphia Elementary School	HCPSS	13400 Triadelphia Road, Ellicott City, MD 21042	Rooftop	444	Assumed Solar Ready	2026
Guilford Elementary School	HCPSS	7335 Oakland Mills Road, Columbia, MD 21046	Rooftop	396	Summer 2026	2027
Forest Ridge Elementary School	HCPSS	9550 Gorman Road, Laurel, MD 20723	Rooftop	518	Summer 2027 and 2028	2028
Clarksville Middle School	HCPSS	6535 South Trotter Road, Columbia, MD 21029	Rooftop	607	Summer 2026 and 2027	2028
Wilde Lake High School	HCPSS	5460 Trumpeter Road, Columbia, MD 21044	Rooftop	571	Assumed Solar Ready	2026
Central Office	HCPSS	10910 Clarksville Pike, Ellicott City, MD 21042	Rooftop	298	Skylights summer 2026	2027
Clemens Crossing Elementary School	HCPSS	10320 Quarterstaff Rd, Columbia, MD 21044	Rooftop	331	Assumed Solar Ready	2026
Worthington Elementary School	HCPSS	4570 Roundhill Road, Ellicott City, MD 21043	Rooftop	369	2027	2027
Clarksville Elementary School	HCPSS	12041 Clarksville Pike, Clarksville, MD 21029	Rooftop	295	2027	2027

EXHIBIT D: ENERGY PERFORMANCE BENCHMARKS

NOTE: Updated Expected Annual Energy Production values to be provided to Purchaser for each Purchaser Site upon each Commercial Operations Date.

Name of Solar Facility:

Address of Solar Facility:

Contract Year	Expected Annual Energy Production (EAEP) kWh
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	

The Expected Annual Energy Production (EAEP) includes an annual degradation rate of up to 0.5%.

EXHIBIT E: COMMERCIAL OPERATION – COMPLETION NOTICE

In accordance with the terms of that certain Power Purchase Agreement dated _____ (“**Agreement**”) by and between _____ (“**Purchaser**”) and _____ (“**Power Provider**”), this letter serves to document the Parties further agreement that the Commercial Operations Date for the Solar Facility located at _____ has been achieved in accordance with Section 4.4 of the Agreement, and Purchaser has begun to receive the Renewable Energy, as specified in the Agreement, as of this day of _____

This letter shall confirm the Commercial Operations Date for the Solar Facility located at _____, as defined in the Agreement, as the date referenced in the preceding sentence.

[POWER PROVIDER]

By: _____

Name:

Title:

Date: _____

EXHIBIT F: FORM OF DECOMMISSIONING BOND

EXHIBIT G – FORM OF LICENSE AGREEMENT

LICENSE AGREEMENT – [SITE]

BETWEEN

[_____]

AND

HOWARD COUNTY, MARYLAND

DATED AS OF _____, 202__

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LICENSE AGREEMENT⁹

This License Agreement (this “**License**”) is dated as of _____, 202_ (the “**Effective Date**”) by and between _____ (“**Licensee**”) with offices at _____ and Howard County, Maryland (“**Licensor**”), with offices at [REDACTED] (Licensee and Licensor being sometimes referred to herein as a “**Party**” or collectively as the “**Parties**”)

WITNESSETH:

WHEREAS, Licensor issued RFP No. 21-2025 (“**RFP**”) on May 14, 2025, for solar renewable energy to be provided to various buildings and locations in Howard County; and

WHEREAS, Licensee responded to the RFP on May 19, 2025, and on December 19, 2025, Licensor notified Licensee that it was awarded the contract for the RFP; and

WHEREAS, Licensee and Licensor have entered into that certain Power Purchase Agreement dated as of _____ (the “**PPA**”), pursuant to which Licensee has agreed to engineer, finance, construct, install and operate the Solar Facility (defined below) and sell Licensor the electricity produced by the Solar Facility (“**Renewable Energy**”) in accordance with the PPA; and

[WHEREAS, Licensee is currently wholly-owned and controlled by _____ (the “**Parent Company**”; Licensee was created by Parent Company to enter into this License as Licensee; and]

WHEREAS, Licensor is the owner of certain land and buildings (each, a “**Building**”) located at _____, (the “**Site**”); and

WHEREAS, Licensee is developing a _____ MW DC net-metered roof mounted project at the Site; and

WHEREAS in order to construct and install the Solar Facility on the Premises, which is defined below and more particularly described on Exhibit A; and provide the Renewable Energy, Licensee requires access to the Site and the Premises, and

WHEREAS, in connection with the foregoing, Licensee desires to have access to and use the Site and Premises for the purpose of developing the Solar Facility on the Premises as provided herein, and Licensor desires to make the Site and Premises available to Licensee for such uses;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Licensee and Licensor hereby agree as follows:

DEFINITIONS AND RULES OF INTERPRETATION

Definitions. Each capitalized term used and not otherwise defined herein shall have the corresponding meaning assigned below.

“*Affiliate*” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such first Person. For the purposes of this definition, “control” and its derivatives mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or otherwise. “Control” may be deemed to exist notwithstanding that a Person owns or holds, directly or indirectly, less than fifty percent (50%) of the beneficial equity interest in another Person.

“*Applicable Law*” means any law, regulation, requirement or order of any federal, state or local government agency, court or other governmental body, or the terms and conditions of any permit, license, tariff or governmental approval, applicable from time to time to the Site or Premises, the Solar Facility or the performance of any obligations under this License.

“*Building Exterior Areas*” means the exterior of the Buildings and the exterior common areas associated therewith where portions of the Solar Facility will be installed.

“*Commercial Operations Date*” or “*COD*” means the date set forth in the Completions Notice for the Solar Facility sent by Licensee to Licensor pursuant to the PPA.

“*Contamination*” means the unlawful presence or release of Hazardous Substances (as hereinafter defined) into any environmental media from, upon, within, below, into or on any portion of the Site so as to require remediation or cleanup under any applicable Environmental Law (as hereinafter defined).

“*Delivery Point*” means the physical location where the Solar Facility delivers its generated Renewable Energy to the meter installed by Licensee at the Site.

“*Environmental Attributes*” shall have the same meaning as provided in the PPA.

“*Environmental Laws*” means all federal, state, and local laws, regulations, orders, permits, ordinances or other requirements that exist now or as may exist hereafter, concerning protection of human health, safety and the environment, all as may be amended from time to time including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (“**CERCLA**”); the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (“**RCRA**”); and the rules and regulations promulgated thereunder, as amended from time to time.

“*Force Majeure*” has the same meaning as a “Force Majeure Event” as provided in the PPA, *mutatis mutandis*.

“*Governmental Approvals*” means all applications, permits, licenses, franchises, certificates, concessions, consents, authorizations, approvals, registrations, orders, filings, entitlements and similar requirements of whatever kind and however described that are required

to be obtained or maintained by any person with respect to the development, siting, design, acquisition, construction, equipping, financing, ownership, possession, shakedown, start-up, testing, operation or maintenance of the Solar Facility, the production and delivery of Energy, Environmental Attributes or Tax Benefits or any other transactions or matter contemplated by this License (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements).

“*Governmental Authority*” means any international, national, federal, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws, and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“*Hazardous Substances*” means any hazardous material, chemical, pollutant, contaminant or waste as those terms are defined by any applicable Environmental Laws and any polychlorinated biphenyls, urea formaldehyde, friable asbestos, radioactive materials, radon, explosives, petroleum products and oil.

“*ITC Credit*” means (i) the Renewable Energy credit under Section 48 of the Internal Revenue Code of 1986, and (ii) the grant under Section 1603 of the American Recovery and Reinvestment Tax Act of 2009, as each may be amended, supplemented, extended or replaced from time to time, and including all successor enactments or legislation relating thereto.

“*Lender*” shall have the same meaning as provided in the PPA.

“*MDE*” means the Maryland Department of the Environment, its Secretary, and any of its Deputy Secretaries, bureaus, divisions and sub-divisions, and regulatory staff.

“*MPSC*” means the Maryland Public Service Commission, its Chairman, and any of its Commissioners, bureaus, divisions and sub-divisions, and regulatory staff.

“*Mortgage*” means any or all mortgages, deeds to secure debt, deeds of trust or other instruments in the nature thereof that may now or hereafter affect or encumber Licensor’s title to the Premises or Site, and any amendments, modifications, extensions or renewals thereof.

“*Permitted Lien*” means any mortgage, deed of trust or other indenture, or any security interest given in connection therewith, granted by Licensee to any bank, finance company, institutional lender, private equity firm, or tax equity investor as collateral for the financing of the Solar Facility, that constitutes a lien upon this License and Licensee’s interest in the Solar Facility; provided that (i) Licensee delivers to Licensor written notice thereof no later than five (5) business days prior to the date of such mortgage, deed of trust, indenture, or security interest and (ii) Licensee delivers to Licensor a copy of the executed Assignment of Membership Interests evidencing the Parent Company Assignment (as defined below) no later than five (5) business days following the date of such mortgage, deed of trust, indenture, or security interest.

“*Permitted Lienholder*” means the holder, trustee or beneficiary of any Permitted Lien, but does not include any Affiliate of the Licensee.

“*Permitted Use*” means the construction, operation, maintenance, replacement, and removal of the Solar Facility as (a) a net-metered solar photovoltaic generating facility or (b) at Licensee’s sole option, a virtual net-metered solar photovoltaic generating facility.

“*Plans and Specifications*” means the plans and specifications for the Solar Facility prepared by Licensee and submitted to the Licensor in accordance with the PPA, including any amendments thereto.

“*Premises*” means, individually and collectively, portions of the Roof, Building, and the common areas at the Site, all as shown on Exhibit A, where the Solar Facility will be installed and operated.

“*Representatives*” means, in respect of an entity, the officers, directors, employees, agents, advisors, contractors, its and their subcontractors, or other representatives of such entity.

“*Roof*” means the roof of a Building included in the Premises as indicated on Exhibit A and described in Exhibit C.

“*Solar Facility*” means the roof mounted improvements to be installed at the Site and as described in the PPA and depicted in Exhibit B.

“*SREC*” means a solar “renewable energy credit,” as that term is defined in COMAR Subtitle 61 and Sec. 20.61.03.02, et seq.

“*State*” means the State of Maryland.

“*Tax Benefits*” means ITC Credits attributable to the Solar Facility or Renewable Energy, accelerated depreciation attributable to the Solar Facility or any portion thereof, and any other tax credit or tax write-offs allowed under applicable law attributable to the Solar Facility or Energy, that are for the sole benefit of Licensee, irrespective of whether such Tax Benefits accrue for the benefit of Licensee, any investor of Licensee, or any Affiliate of either.

“*Utility*” means Baltimore Gas & Electric Company, or its successor in interest.

A. **License.**

1. Licensor hereby grants a license to Licensee to use the Premises, in accordance with the terms and conditions hereinafter set forth. Licensor hereby grants permission to Licensee to install utilities on, over and or under the Site as necessary for Licensee to operate and interconnect the Solar Facility. Upon the completion of the installation of the Solar Facility, Licensee shall provide Licensor with drawings setting forth the location of all components of the Solar Facility. Licensor hereby also grants to Licensee, for a period coterminous with the License, the non-exclusive right to use the Building Exterior Areas to (a) access the Site, (b) access or install and maintain utilities, including water, power, internet and telephone service cables in areas reasonably approved by Licensor in accordance with the PPA, (c) locate any auxiliary equipment necessary to operate the Solar Facility in an area and location shown on Exhibit A and interconnect the Solar Facility with the Building, and (d) secure the Solar Facility. Licensee shall not install any improvements or take any actions that would prevent or materially impede access and use of the Building Exterior Areas by Licensor or holders of easements across the Site or any governmental or public utility personnel (fire, police, public utility providers, etc.). Licensor consents to Licensee's having the non-exclusive right to enter the Building for the purpose of interconnecting the Solar Facility from the Premises and supplying electricity to the Building. Licensor shall prevent and forbid access to the Premises, including the Roof, by parties other than Licensor and Licensee and their respective employees, agents, contractors and their subcontractors, and under the supervision of the Licensor, parties admitted for educational purposes. In addition, Licensor covenants to not interfere with Licensee's ability to use, convert, maintain and capture the free and unobstructed flow of solar insolation (sunlight) over and across the Premises. Licensee's rights under this License will terminate in accordance with Section 2 hereof.
2. [Notwithstanding anything to the contrary in any other provision of this License, Licensee shall have no right to (i) access or enter onto the Premises or the Site, or (ii) commence construction or installation of the Solar Facility or any other appurtenant equipment or utilities on the Premises or the Site, as permitted under this License, unless and until Parent Company has assigned one hundred percent (100%) of the membership interests in Licensee to _____ (the "**Parent Company Assignment**") and Licensee has delivered to the Licensor a copy of an executed Assignment of Membership Interests evidencing the Parent Company Assignment.]¹⁰

B. **Term.** The initial term of this License (the "**Term**") shall commence on the Effective Date and shall be in effect until 11:59 p.m. on the earlier of the (a) expiration of the term of the PPA with respect to the Solar Facility at the Site; (b) termination of the PPA with respect to the Solar Facility at the Site by reason of a default under the PPA; or (c) the date of the termination of this License pursuant to the terms hereof.

C. **Fees.** As full consideration for this License, Licensee will prepay the entire amount of fees in the amount of \$25.00, payable in full on the Effective Date.

D. **Solar Facility Construction.**

3. Subject to the terms hereof and the PPA, Licensor hereby consents to the construction, installation and operation of the Solar Facility, including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment, security systems, and utility interconnections on the Premises and, where necessary, the exterior and interior of the Buildings, pursuant to the Licensor's approval in Section 1(b).
4. Licensor represents that the Roof has a remaining life as indicated on Exhibit C and is covered by warranty a copy of which is attached hereto as Exhibit C (the "**Roof Warranty**"). Licensor shall obtain review by the warrantor under the Roof Warranty of the design and planned installation of the Solar Facility on the Roof. Licensee shall at all times comply with the terms of the Roof Warranty as it relates to the installation, inspection, maintenance, and removal of the Solar Facility located on the Roof, including but not limited to, installing protective walkways on the roof for foot traffic and using a licensed installer. Following the installation of the Solar Facility on the Roof, the Licensee shall obtain approval of the installation from the warrantor and written acknowledgment that the Roof Warranty is in full force and effect. Licensee shall be responsible for all costs associated with any roof repair required to maintain the warranty, to the extent that Licensee's installation invalidates the warranty. Further, Licensee shall pay all fees associated with inspection of the Roof by the warrantor related to the installation and operation of the Solar Facility.
5. Licensee shall cause its contractor to construct the Solar Facility in accordance with the Plans and Specifications as approved in accordance with the PPA. Licensor and its authorized representatives shall have the right to observe progress of the installation in accordance with the terms of the PPA
6. Licensee shall use commercially reasonable efforts not to permit any contractor or subcontractor of Licensee to file a lien against the Premises. In the event any lien is filed against the Premises by a contractor or subcontractor of the Licensee, Licensee shall either remove such lien or cause it to be bonded within sixty (60) days of such filing. Licensee agrees to hold Licensor harmless from, and defend against all liens, claims and liabilities of every kind, nature and description that may arise out of or in any way be connected with the construction, installation or operation of the Solar Facility. If Licensee fails to post a bond or does not diligently contest a lien, Licensor may, without investigation of the validity of the lien claim, after ten (10) days' notice to Licensee, discharge such lien and Licensee shall reimburse Licensor upon demand for all costs and expenses incurred in connection therewith, which expenses shall include reasonable attorneys' fees and costs associated therewith.

E. **Solar Facility Operation, Ownership, Use and Removal.**

1. Licensee shall have the exclusive right from time to time during the Term to operate, maintain, clean, repair, modify, replace, and dispose of part or all of the Solar Facility, subject to the right of Licensor or its representatives to take reasonable action to shut-down the Solar Facility in case of emergency, as provided in the PPA.
2. Licensee will use commercially reasonable efforts to obtain at its own expense all Governmental Approvals necessary for the construction, installation, maintenance, and operation of the Solar Facility. Licensor hereby gives its consent to any reasonable action taken by Licensee (consistent with the terms of this License) in applying for any and all Governmental Approvals reasonably necessary or desirable for the operation of the Solar Facility, and Licensor, at no additional cost, expense or liability, agrees to join in any applications to the extent reasonably requested by Licensee. Licensee will carry out the activities set forth in this Section 6 in accordance with all Applicable Law.
3. Licensor acknowledges and agrees the Solar Facility is the personal property of the Licensee and not a fixture or improvement under any Applicable Law, nor shall it be deemed such. Licensor agrees the Solar Facility shall not be subject to distraint or execution by, or to any claim of, Licensor and hereby waives, for itself, its successors and assigns, any interest in or lien on the Solar Facility or any portion or component thereof however and whenever arising except as otherwise provided in Section 6.10 of the PPA. Furthermore, Licensor acknowledges and agrees the Licensee and any successor or assign is and shall be the exclusive owner and operator of the Solar Facility and the owner of all Renewable Energy, Environmental Attributes, and Tax Benefits attendant thereto. Licensor acknowledges it has no interest in the Solar Facility that may be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Licensor.
4. Licensee shall keep and maintain the Solar Facility in commercially reasonable good condition and repair during the Term, normal wear and tear excepted. Licensee shall have no obligation to maintain the condition of the Site except that Licensee shall be responsible at its own expense for the repair of damage caused to the Site by Licensee or its contractors or arising from the design, installation, operation, or removal of the Solar Facility. If the Parties dispute the cause of any Roof damage, the issue shall be submitted for determination by a third-party engineer reasonably acceptable to Licensor and Licensee.
5. Licensee shall, within thirty (30) days following the end of the Term, commence to remove all above-ground components of the Solar Facility and shall complete same and peaceably quit and surrender the Premises free of all occupants and tenancies within 120 days, subject to Force Majeure.
6. Licensor's interest in the Site is not currently subject to any Mortgage. In the event there is a Mortgage at any time during the Term, Licensor shall cause the holder of such Mortgage to enter into a subordination, non-disturbance and attornment agreement with Licensee substantially in the form attached hereto as Exhibit D or as otherwise reasonably acceptable to Licensee. The subordination of this License to any future Mortgage or ground lease shall be conditioned upon Licensee's receipt of such agreement.

7. Licensor agrees Licensee shall peaceably and quietly have, hold, and enjoy access to, and the benefits of, the Premises during the Term as provided per the terms of this License, and Licensor shall protect and defend the right and interest of Licensee in the License hereunder. Except for the express rights granted in this License, Licensor and Licensee agree that nothing in this section or in the License shall grant to Licensee any rights or real property interest in the Site, Building, Premises, or any other property of Licensor.

F. **Access to Site.** Licensor shall provide Licensee with access to the Site as required by Licensee to perform the installation work, maintain and remove the Solar Facility, and interconnect same with the Utility grid and the Building's electrical system, including ingress and egress rights through the Buildings and across the Building Exterior Areas for Licensee and its employees, contractors and sub-contractors. Licensee shall provide reasonable written notice to Licensor at least five (5) days prior to beginning installation work or removal. Licensee shall provide reasonable written notice to Licensor at least two (2) days prior to entering the Site to perform routine maintenance, repairs or periodic inspections. Licensor shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities at the Site reasonably necessary during the installation work, removal work and access for rigging and material handling. Licensor shall provide Licensee a reasonable area for construction laydown to be designated by Licensor. Licensor and its authorized representatives shall at all times have access to and the right to observe the installation work, subject to compliance with Licensee's safety rules, but shall not interfere with the installation work or handle any Licensee equipment or the Solar Facility without written authorization from Licensee, except in the case of emergency as provided by the PPA.

G. **Non-Interference.** Licensor acknowledges and agrees that insolation (exposure to sunlight) is essential to the value to of the Solar Facility to Licensee. Licensor represents and warrants (a) there are no facts or circumstances in existence as of the Effective Date that may materially and adversely affect insolation of the Solar Facility at such Site, and (b) no third parties possess any rights that may materially and adversely affect the use or occupancy of the Site by Licensee for installation, maintenance, or operation of the Solar Facility or the Solar Facility's exposure to sunlight nor will it grant any such rights during the Term other than normal Site operations. Licensor will not, and will not permit its employees, invitees or agents to, undertake any activities at the Site or any adjoining property owned or controlled by Licensor that may damage, impair, or otherwise adversely affect the Solar Facility or its maintenance, operation, or production, including anything that may interfere with the exposure of the Solar Facility to sunlight, except as provided in this Agreement and the PPA. Licensee shall notify Licensor if maintenance of adjacent vegetation is required to preserve the Solar Facility's exposure to sunlight.

H. **Insurance.**

1. Licensee covenants and agrees it will maintain, at its sole cost and expense, the insurance coverages and amounts as set forth in Article 16 of the PPA.
2. If Licensee fails to carry or maintain the insurance required by this Section H, Licensor may upon thirty (30) days' notice to Licensee (unless such coverage will lapse within ten (10) days, in which event no such notice shall be necessary) procure such policies of insurance and Licensee shall promptly reimburse Licensor therefor.

3. Any contractor engaged by Licensee during the Term to perform work on behalf of the Licensee to the Premises and/or any Solar Facility (each, a “**Contractor**”) shall procure and maintain the insurance coverage and amounts as set forth in Article 16 of the PPA.
4. Licensor covenants and agrees that from and after the date upon which Licensee or Licensee’s contractors enter or occupy a Site or any portion thereof, Licensor will carry and maintain, at its sole cost and expense, the following types of coverage, in the amounts specified and in the form hereinafter provided for:
 - 4.1 Licensor is self-insured for commercial general liability coverage for bodily injury or death and property damage claims. Such coverage shall be in amounts of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate annually.
 - 4.2 Property coverage on Licensor’s building and personal property from time to time in, on, or upon each Site, in an amount not less than the full replacement value thereof.
 - 4.3 Licensor’s self-insurance shall be accepted in lieu of commercial insurance required under this License Agreement. Licensor hereby waives any claim against Licensee for loss of or to Licensor’s property, in excess of Licensor’s self-insured retention, to the extent where property coverage is provided by membership in a governmental pooled program, and except for loss caused by Licensee’s negligence.
 - 4.4 All other insurance as may be required by Applicable Law.

I. **Taxes.**

1. Except as provided in Section 6.11 of the PPA, Licensee shall be responsible for and pay directly to the taxing authority all taxes, periodic license and use fees, assessments, and charges assessed, levied, charged, or imposed by any Governmental Authority on the Solar Facility.
2. All real estate taxes, assessments, and other charges imposed by any Governmental Authority on the Licensee as the owner of the Solar Facility shall be the responsibility of the Licensee, as modified by any Payment in Lieu of Taxes (“PILOT”) agreements entered into between Licensor and Licensee relating to the Site.

J. **Liability and Indemnity.**

1. Licensee shall indemnify, defend, and hold harmless Licensor and its Representatives (the “**Licensor Indemnitees**”) from and against any claim, demand, lawsuit, or action of any kind for injury to or death of persons, including, but not limited to, employees of Licensee or Licensor or their respective Representatives, and damage or destruction of property, including, but not limited to, property of Licensee, any utility company or Licensor or its Representatives, or other loss or damage incurred by Licensor or its Representatives to the extent the loss or damage arises out of the negligent acts or omissions or willful misconduct of Licensee, its agents, officers, directors, employees or contractors or its and their subcontractors. The obligation to indemnify shall extend to and encompass costs incurred by Licensor and any Licensor Indemnitee in defending such claims, demands, lawsuits, or actions, including, but not limited to, reasonable attorney and expert witness fees, and any other litigation related expenses. Licensee’s obligations pursuant to this Section 11.a shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Licensor, the Licensor Indemnitees, or their respective contractors, successors or assigns, or to the acts of third parties.
2. Licensor shall indemnify, defend and hold harmless Licensee and its Representatives (the “**Licensee Indemnitees**”) from and against any claim, demand, lawsuit, or action of any kind for injury to or death of persons, including, but not limited to, employees of Licensee or Licensor, and damage or destruction of property, including, but not limited to, property of either Licensee or Licensor, or other loss or damage incurred by Licensee, to the extent the loss or damage arises out of the negligent acts or omissions or willful misconduct of Licensor, its agents, officers, directors, employees or contractors. The obligation to indemnify shall extend to and encompass costs incurred by Licensee and any Licensee Indemnitee in defending such claims, demands, lawsuits, or actions, including, but not limited to, reasonable attorney and expert witness fees, and any other litigation related expenses. Licensor’s obligations pursuant to this Section 11.b shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Licensee, the Licensee Indemnitees, or their respective contractors, successors or assigns, or the acts of third parties. Licensor’s indemnification obligations under this paragraph and elsewhere in this License are provided to the extent of the provisions of the Maryland Local Government Tort Claims Act, Sections 5-301 et seq. of the Courts and Judicial Proceedings Article, Annotated Code of Maryland and subject to the appropriation of funds. As a condition of such indemnification, Licensee agrees to notify Licensor of any suits, claims or potential claims within 10 days of its own notice of such suits, claims or potential claims. The foregoing indemnification is not to be deemed as a waiver of any immunity that may exist in any action against Howard County, Maryland or its officers, agents, volunteers and employees.
3. Neither Party will be liable for consequential, incidental, punitive, special exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or under contract under any indemnity provision or otherwise; provided, however, in no event will the foregoing limitations of liability be applied to limit the extent of the liability of either Party to the other for intentional misconduct or for or with respect to any third-party indemnity claims.

K. **Assignment.**

1. Except for the provisions in this Section 12, Licensee shall not sell, transfer or assign (collectively, an “**Assignment**”) this License or any interest therein, without the prior written consent of the Licensor. Notwithstanding anything to the contrary in the foregoing sentence, a Permitted Lien shall not be deemed to constitute an Assignment of this License requiring the prior written consent of the Licensor. Following the Commercial Operation Date of the Solar Facility, Licensee may, with the prior written consent of Licensor, which shall not be unreasonably withheld or delayed, assign, pledge or transfer all or any part of, or any right or obligation under this License (i) to any Affiliate of Licensee or (ii) to a Qualified Assignee which assumes the obligations of the Licensee hereunder. Licensee shall deliver notice of any Permitted Transfer to Licensor in writing as soon as reasonably practicable. A “Qualified Assignee” must be a business organization with: (i) experience comparable with Licensee or its Affiliates in the operation and management of commercial renewable energy generating systems, (ii) the financial capability equal to or greater than Licensee at the time of the assignment (iii) the ability to maintain the Solar Facility in the manner required by this License.
2. Licensor may transfer ownership of the Site, provided, however, any such transfer shall be subject to this License. Provided a transferee of Licensor’s interest in the Site has assumed in writing all of the obligations of Licensor under this License and Licensor/transferee has notified Licensee of said transfer, no owner of the Site, whether or not named herein, shall have liability hereunder accruing after it ceases to hold title to the Site.

L. **Provisions Benefiting Permitted Lienholder.**

1. A Permitted Lienholder shall not be deemed an assignee or transferee of this License so as to require such Permitted Lienholder, as such, to assume the performance of any of the terms, covenants or conditions on the part of Licensee to be performed hereunder. A Permitted Lienholder may acquire Licensee’s interest in the License and the Solar Facility at any sale of this License in any proceedings for the foreclosure of any Permitted Lien or by assignment or transfer in lieu of the foreclosure of any Permitted Lien and shall thereupon be deemed to be an assignee or transferee within the meaning of this Section 13.a and shall be deemed to have assumed the performance of all of the terms, covenants and conditions on the part of Licensee to be performed hereunder from and after the date of such purchase and assignment and shall promptly cure any continuing defaults under this License to the extent reasonably susceptible of cure by the Permitted Lienholder. Any such Permitted Lienholder shall not (i) be required to cure any default occurring before such Permitted Lienholder’s acquisition of Licensee’s rights by foreclosure or assignment unless such default is continuing; (ii) be liable for any damage or other relief attributable to any act or omission, breach of representation or warranty or indemnity obligation of any prior licensee; or (iii) be bound by any amendment or modification of this License made without its consent after its identification to Licensor as a Permitted Lienholder. If any Permitted Lienholder becomes the Licensee under this License or any new license pursuant to Section 13.d, the Permitted Lienholder shall be personally liable for the obligations of Licensee under this License or such new license only for the period of time the Permitted Lienholder remains the actual beneficial holder of the interests hereunder or thereunder.

2. So long as any Permitted Lien shall remain a lien on Licensee's interest hereunder, Licensor agrees, simultaneously with the giving of any written notice to Licensee relating to Licensee's breach, violation or failure to perform its obligations under this License, to give a copy of such notice to any Permitted Lienholder of which Licensor has been notified pursuant to Section 12.a above.
3. Each Permitted Lienholder will have the same period after its receipt of the notice as provided in this License for remedying the default or causing the same to be remedied as is given Licensee after notice to it plus ten (10) business days thereafter and Licensor agrees to accept such performance on the part of a Permitted Lienholder as though the same had been done or performed by Licensee. At the expiration of the period provided in such notice plus ten (10) business days, Licensor will take no action to effect a termination of this License by reason of any default (except a default under any provision of this License requiring Licensee to pay money) without first giving to each Permitted Lienholder reasonable time within which either (i) to obtain possession of the Solar Facility (including possession by a receiver) and thereafter to cure such default, or (ii) to institute foreclosure proceedings, if applicable, and to complete such foreclosure, or otherwise to acquire Licensee's interest under this License with diligence and without unreasonable delay. The Permitted Lienholder shall not be required to continue such foreclosure proceedings if the default shall be cured by Licensee provided Licensor accepts said cure to the extent it occurs after the expiration of any cure period; provided, however, nothing herein shall preclude Licensor from exercising any rights or remedies under this License with respect to any other default by Licensee during any period of such forbearance. Licensor shall accept such performance by the Permitted Lienholder as though the same had been performed by Licensee, and for such purpose Licensor hereby authorizes the Permitted Lienholder to enter upon the Site and to exercise any of Licensee's rights and duties under this License, so long as the Permitted Lienholder complies in all material respects with the terms and conditions of this License as the same relate to Licensee hereunder, including, but not limited to, any indemnity by Licensee of Licensor.

4. In the event of the termination of this License prior to its stated expiration date because of a default under this License by Licensee, Licensor agrees it will give each Permitted Lienholder notice of such termination and will enter into a new license of the Premises with the most senior Permitted Lienholder requesting same, or, at the request of such Permitted Lienholder, with its assignee, designee or nominee for the remainder of the Term effective as of the date of such termination, upon the same terms as contained in this License except for requirements no longer applicable or already performed, provided (i) such Permitted Lienholder makes written request upon Licensor for such new license within thirty (30) days after the giving of such notice of termination and such written request is accompanied by payment to Licensor of all amounts then due to Licensor of which Licensor shall have given the Permitted Lienholder notice, (ii) such Permitted Lienholder pays or causes to be paid to Licensor at the time of the execution and delivery of such new license any and all additional sums that would at the time of the execution and delivery thereof be due under this License but for such termination, and (iii) such Permitted Lienholder pays or causes to be paid any and all reasonable out-of-pocket expenses including reasonable counsel fees incurred by Licensor in connection with any such termination and in connection with the execution and delivery of such new license, subsequent to the date of termination and prior to the execution and delivery of such new license. Licensor agrees all improvements constructed at the Premises by Licensee and deemed to be the property of Licensee pursuant to Section 6.c shall be deemed to be the property of the Permitted Lienholder under the new license. If Licensor receives more than one written request in accordance with the provisions of this Section 13.d, Licensor shall only be required to deliver the new license to the Permitted Lienholder whose Permitted Lien is prior in lien to any and all other Permitted Liens whose holders have made such request, and the written request, and its rights hereunder, of any Permitted Lienholder subordinate in lien shall be null and void and of no force or effect. Licensor may rely upon the certificate of a representative of a title insurance company in determining which Permitted Lien is prior in lien to all others. The provisions of this Section 13.d shall survive the termination of this License and shall continue in full force and effect thereafter to the same extent as if this Section 13.d were a separate and independent contract among Licensor, Licensee and each Permitted Lienholder.
 5. Notwithstanding anything to the contrary contained in this License, the parties hereto acknowledge each Permitted Lienholder is intended to be and shall be deemed a third-party beneficiary of this License.
 6. Notwithstanding anything to the contrary contained in this License, in the event _____, Parent Company, or Licensee finances the Solar Facility and conveys a security interest in this License to the financing or investor party, any such security interest shall not constitute a Permitted Lien under this License, and any such financing or investor party shall not be a Permitted Lienholder or enjoy any of the rights granted to a Permitted Lienholder under this License, unless and until Licensee has delivered to Licensor a copy of the executed Assignment of Membership Interests evidencing the Parent Company Assignment.
- M. **Licensee Default.** Licensee shall be in default under this License (a “Licensee Default”) if (a) Licensee makes any general assignment for the benefit of creditors; or a petition is filed to

have the Licensee adjudicated as bankrupt or for reorganization or arrangement under any law relating to bankruptcy, unless in the case of a petition filed against Licensee the same is dismissed within sixty (60) days; or the appointment of a trustee or receiver to take possession of substantially all of Licensee's assets located on the Site or of Licensee's interest in this License, when possession is not restored to Licensee within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of the Licensee's assets located on the Site when such seizure is not discharged within sixty (60) days; (b) Licensee fails to materially perform any covenants or agreement of this License, which failure is not cured within sixty (60) days after written notice thereof from Licensor to Licensee (provided, if Licensee commences with due diligence during such sixty (60) day period to cure such default and is unable by reason of the nature of the work involved to cure the same within the said sixty (60) days, such sixty (60) day period shall be extended by the time reasonably determined by Licensor to be necessary to cure the same); (c) Licensee ceases to be controlled by the Parent Company, [or (d) Licensee accesses or enters onto the Premises or the Site, or commences construction or installation of the Solar Facility or any other appurtenant equipment or utilities on the Premises or the Site, without having delivered a copy of the executed Assignment of Membership Interests evidencing the Parent Company Assignment]. Upon the occurrence of a Licensee Default, but subject to the rights of Permitted Lienholders, Licensor at any time thereafter may give written notice to Licensee specifying such Licensee Default and (x) terminate this License upon notice to Licensee, in which case Licensee shall remove the Solar Facility in accordance with Section 6.e; (y) perform Licensee's duty or obligation on Licensee's behalf, in which case the reasonable costs and expenses of any such performance by Licensor shall be due and payable by Licensee within fifteen (15) days of its receipt of invoice therefor; or (z) recover from Licensee any damages and expenses reasonably incurred as a result of the such Licensee Default, including reasonable attorneys' fees and the cost to restore the Premises to pre-installation condition (reasonable wear and tear excepted). For the avoidance of doubt, it is understood by the parties that, unless otherwise provided in the PPA, a default under this License shall be limited to Licensee's rights under this License for the Site and the Solar Facility located at the Site.

N. **Licensor Default.** If at any time (a) any closure of the Site or transfer of the Site without the assumption by the transferee of the allocable provisions of the PPA for the Site should occur (other than due to Force Majeure) that results in the permanent shutdown of the Solar Facility at the Site, if Licensee and Licensor are unable to agree upon a reasonable alternative location(s) for the affected portion(s) of the applicable Solar Facility, (b) Licensor shall fail or refuse to sign authorizations reasonably required by Licensee to obtain any rebate or subsidy, or to sign or comply with any material term of the approved interconnection agreement required by the local electric distribution utility for interconnection of the Solar Facility; or (c) Licensor shall breach any representation or warranty of Licensor herein, or in the performance of or compliance with any of the covenants and agreements of this License, and such default shall continue for a period of sixty (60) days after written notice thereof from Licensee to Licensor (provided, if Licensor commences with due diligence during such sixty (60) day period to cure such default and is unable by reason of the nature of the work involved to cure the same within the said sixty (60) days, such sixty (60) day period shall be extended by the time reasonably determined by Licensee necessary to cure the same) (any of the foregoing, a "Licensor Default") then Licensor shall be in default under this License. Licensee at any time thereafter may, in addition to any other remedies it may have at law or equity, give written notice to Licensor specifying such Licensor Default or terminate this License and remove the Solar Facility in accordance with Section 6.e.

O. **Notices.** Notices, requests, statements, and payments will be made to the addresses and persons specified below. All notices, requests, and statements will be made in writing. Notices, requests and statements will be delivered by hand delivery, overnight delivery or e-mail (so long as a copy of such e-mail notice is provided immediately thereafter in accordance with the requirements of this section by hand delivery or overnight delivery unless confirmation of successful transmission is received). Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. Notice by e-mail will be deemed to have been received when such e-mail is transmitted, so long as a copy of such e-mail notice is delivered immediately thereafter by hand delivery or overnight delivery unless confirmation of successful transmission is received. A Party may change its address by providing notice of the same in accordance with the provisions of this section.

Licensor: Howard County, Maryland

Office of Community Sustainability
3430 Court House Drive
Ellicott City, Maryland 21043
Attn: Energy Manager

Howard County, Maryland
Office of Law
3450 Court House Drive
Ellicott City, Maryland 21043
Attn: County Solicitor

Licensee:

and with copy to any Permitted Lienholder for which Licensor has been provided a notice address in accordance herewith.

P. **Environmental Matters.**

1. Licensor represents to Licensee that, to the best of its knowledge, Licensor is in compliance with all requirements of Environmental Laws and rules and regulations of Governmental Authorities, including the Maryland Department of the Environment, with respect to the investigation and remediation of Contamination on, at, under, or emanating from the Site. Upon written request, Licensor will provide to Licensee all reports listed on Exhibit E, which includes all reports of Contamination at the Site in the County's possession or of which the County is aware. The County affirms that it has no knowledge of any Contamination that is not addressed in the Exhibit E reports.

2. Licensor and Licensee shall not cause or permit any unlawful quantities of Hazardous Substances to be brought upon, kept, stored, generated, or recycled in or about any Site. Any use of Hazardous Substances by Licensor or Licensee shall be in compliance with Applicable Laws. Subject to applicable work safety rules, Licensee shall grant reasonable access to Licensor's safety inspection representative to verify Licensee's compliance. Upon written request, Licensee will provide to Licensor a list of all Hazardous Substances used by Licensee at the Site.
3. Licensor shall and does hereby release, discharge and covenant not to sue Licensee (and any lenders of Licensee) with respect to, and agrees that neither Licensee nor Licensee's lenders shall have any liability or responsibility of any kind or nature whatsoever for, any past, present or future Contamination on, at under or emanating from the Site or violations or breach of any applicable Environmental Laws on, at, or relating to the Site, except to the extent such Contamination or violations result from Hazardous Substances introduced to the Site by Licensee, its employees, contractors, agents or invitees during the Term of this License, or if Licensee causes the release of Hazardous Substances stored or used on site by Licensor.
4. Licensee shall defend, indemnify, hold harmless Licensor and its officers, directors, shareholders, employees, successors, assigns and agents from and against any and all causes of action, claims, judgments, damages, penalties, fines, costs (including those associated with any investigation, removal, cleanup, government oversight and restoration work and materials required to return any Premises to its condition existing prior to any contamination thereof), liability and losses (including reasonable attorney, consultant, and expert fees) arising out of, resulting from or in connection with the generation, use, storage, management or disposal of Hazardous Substances brought onto the Site or unlawfully discharged by Licensee, its employees, contractors, agents, or invitees during the Term of this License. If Licensee has a duty to defend Licensor or others under this Section 16, Licensor or others named herein may, at their election, participate with Licensee in discussions and negotiations with other parties concerning the matters affecting the Site that activated such duty.
5. If Licensee has a duty to defend Licensor or others under this Section 16, Licensor or others named herein may, at their election, participate with Licensee in discussions and negotiations with other parties concerning the matters affecting the Site that activated such duty.

6. Except as set forth in Section 16.d hereof, Licensor shall defend, indemnify, hold harmless Licensee and its officers, directors, shareholders, employees, successors, assigns and agents from and against any and all causes of action, claims, judgments, damages, penalties, fines, costs (including those associated with any investigation, removal, cleanup, government oversight and restoration work and materials required to return the Site to its condition existing prior to any contamination thereof), liability and losses (including reasonable attorney, consultant, and expert fees) arising out of, resulting from, or in connection with any Contamination, asbestos, or other Contamination pre-existing in, on, or under the Site, including any release of pre-existing Contamination during the construction, operation, maintenance, or removal of the Solar Facility caused by the Licensee, unless caused by Licensee's gross negligence. If Licensor has a duty to defend Licensee under this Section 6, Licensee may, at its election, participate with Licensor in discussions and negotiations with other parties concerning the matters affecting the Site that activated such duty.

7. This Section 16 shall survive expiration or termination of this License.

Q. **Casualty.**

8. If at any time during the Term, the Solar Facility is damaged by fire or other casualty such that, in accordance with the PPA, Licensee elects not to repair or replace the Solar Facility, then Licensee may terminate this License upon written notice to Licensor. Licensee shall be responsible for demolition and disposal of the Solar Facility.

9. If at any time during the Term, a Building is damaged by fire or other casualty such that Licensor determines to demolish such Building entirely and not rebuild, then Licensor may terminate this License with respect to the applicable Solar Facility at the Site upon written notice to Licensee within thirty (30) days after the occurrence of such casualty.

10. If neither party terminates this License as aforesaid, then Licensor shall, at its sole cost, promptly commence to repair the affected Building to the condition existing prior to such casualty; and upon the completion of such repairs, Licensee shall, at its sole cost, repair or replace the applicable portion of the Solar Facility in accordance with the PPA. All repairs shall be performed in a diligent manner, subject to reasonable delays for insurance adjustment and Force Majeure.

R. **Condemnation.**

1. If, at any time during the Term, title to all or substantially all of any Site shall be taken in condemnation proceedings or by any right of eminent domain or transferred in lieu thereof (collectively, "condemned"), Licensor shall seek an agreement with the condemning authority that this License and the PPA shall remain in full force and effect with respect to such Site and the condemning party shall assume all obligations of Licensor hereunder. If such an agreement can be reached, Licensee shall have no right to participate in the condemnation award.

2. If the Licensor has the legal authority and initiates a condemnation proceeding with respect to the Site and an agreement to maintain this License and the PPA cannot be reached with the condemning authority, then this License shall immediately terminate and Licensee shall be entitled to maintain a separate action against the Licensor for such damages as it may be entitled.
3. If a party other than the Licensor initiates a condemnation proceeding and an agreement to maintain this License and the PPA cannot be reached with the condemning authority, then this License shall immediately terminate and Licensee may claim reimbursement from the condemning authority of the full cost of any relocation necessary to operate the Solar Facility in the same manner as it operated prior to the condemnation if same is economically reasonable.

S. **Licensor's Representations.**

1. Licensor is the sole and exclusive owner or lessee of the Site, has full authority to enter into, execute, deliver and perform this License and is not in default of any mortgage affecting the Site.
2. Licensor has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Site or any part thereof in lieu of condemnation.
3. There are no mechanic's or materialmen's liens, unrecorded easements or agreements affecting the Site that might prevent or adversely affect the use or occupancy of a Site by Licensee for installation, maintenance, or operation of the Solar Facility.

T. **Force Majeure.** If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this License, such Party shall give notice orally to the other Party as soon as reasonably practicable, followed within fifteen (15) days thereafter by a written notice setting forth, in reasonable detail, the cause or causes constituting such Force Majeure. The obligations of the Party affected by such Force Majeure (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) shall be suspended to the extent made necessary, and for no longer than is required, by the cause or causes constituting such Force Majeure. The Party affected by the Force Majeure shall initiate and continue commercially reasonable good faith efforts to remedy the Force Majeure; provided, however, the settlement of strikes, lockouts or other labor disputes shall be within the sole discretion of the affected Party.

U. **Approvals.** It is understood and agreed that this License and the ability of Licensee to use the Site for the Solar Facility is expressly contingent upon Licensee's obtaining and maintaining all Governmental Approvals that may be required by any Governmental Authority, as detailed in the PPA. Licensor shall cooperate with Licensee's effort to obtain and maintain such Governmental Approvals and shall take no action that would likely have an adverse effect on the status of the Site with respect to the use of the Site for the Solar Facility or Licensee's ability to obtain and maintain such Governmental Approvals. Licensee shall have the right to terminate this License with respect to the Site if (a) for reasons beyond Licensee's control, Licensee is unable

to obtain Governmental Approvals in accordance with the PPA; (b) Licensee has not obtained confirmation, satisfactory to it, that an Interconnection Agreement, in form and substance reasonably acceptable to Licensee, will be executed; (c) Licensee has not obtained confirmation, satisfactory to it, that the Solar Facility is eligible (A) for the Utility's net metering service and related rules of service applicable to customer on-site generation of Renewable Energy and (B) to receive SRECs; (d) Licensee has not obtained from all of Licensor's mortgagees, bondholders and other lien holders waivers of any interest in the Solar Facility or payments arising in connection therewith. Licensee shall deliver a notice of termination to Licensor in writing and such termination shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee in such notice. Upon such termination, this License shall be of no further force or effect with respect to the Site and all rights, duties and obligations of Licensor and Licensee under this License regarding the Site shall terminate.

V. **Site and Premises Access and Maintenance of Solar Facility.**

During the Term:

1. Licensor shall maintain, in good operating condition and repair, the Buildings and the Site, including structural elements of the Buildings and the Site, and all Building systems (including the Roofs, foundations, exterior walls, interior bearing walls, fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants and utility systems). Licensor shall perform, at its sole expense, all repairs reasonably necessary to maintain the Premises in good and safe condition. Licensor shall use reasonable efforts to defer any significant Roof repair or replacement work until after the expiration of the Term. If any such repair would interfere with the operations of the Solar Facility on the Roof but is reasonably necessary to avoid increased risk of damage to the Roof, building envelope, or roof structure; injury to persons at or about the Building; Licensor shall use reasonable efforts to perform the work while minimizing interference with the operation of the Solar Facility to the extent possible, including avoiding scheduling routine maintenance that may interfere with Solar Facility operations during the months of April through October. Licensor shall complete any maintenance or repairs required under this Section within thirty (30) days of the commencement thereof, or such shorter period as may be required by any Governmental Authority having jurisdiction. In the event of an emergency involving a material risk of personal injury or substantial damage to the Solar Facility, Licensee, at its option, may make such repairs following text, email or telephone notice to the Licensor. Other than a removal necessitated by the installation or operation of the Solar Facility, and only if a temporary removal is requested by Licensor, Licensor shall bear all costs incurred by Licensee due to the temporary removal and reinstallation of the Solar Facility.

2. Licensee and Licensor shall each designate personnel and establish procedures such that each Party may provide notice of emergency conditions requiring Licensee's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Licensee and Licensor each shall notify the other Party upon the discovery of an emergency condition in the Solar Facility. If an emergency condition exists, Licensee shall promptly dispatch the appropriate personnel immediately to perform the necessary repairs or corrective action in an expeditious and safe manner to ensure operations continue are resumed as soon as possible.
3. Notwithstanding the provisions of Section 23.a, Licensor may, upon not less than five (5) business days' notice, and without liability for lost revenue, request Licensee take portions of the Solar Facility on the Roof out of service as may be required. Except in event of emergency, Licensor shall use reasonable efforts to limit such service interruptions to the time during the period after sunset and before sunrise on the following day. Licensor shall pay the costs for any necessary removal and reinstallation, unless the need for the service interruption was caused by Licensee. In the event of an emergency, Licensor or its representatives may take any action reasonably necessary as provided in the PPA or in order to assure safety to the Site occupants and avoid damage to the Site.
4. If Licensor, its employee, agent or contractor or any other party expressly permitted on the Site by the Licensor damages the Solar Facility, the Licensor shall immediately notify Licensee of same. In the event of such damage, Licensee shall have the right to make all repairs to Solar Facility at the sole cost and expense of Licensor. Licensee may deduct such amounts from any sums Licensee may owe Licensor under this Agreement or the PPA.

W. **Miscellaneous.**

1. **Governing Law.** This License will be governed by the laws of the State, without giving effect to principles of conflicts of laws.
2. **Third-Party Beneficiaries.** Except as specifically set forth in Sections 4 and 13, nothing in this License will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy, or right of any kind.
3. **Entire Agreement; Amendments.** With the exception of the PPA, this License (including the exhibits, any written schedules, supplements or amendments) constitutes the entire agreement between the Parties, and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof. Except as otherwise expressly provided in this License, any amendment, modification or change to this License will be void unless in writing and executed by both Parties.

4. **Estoppel Certificates.** Licensor and Licensee shall execute and deliver to each other and to any party providing financing for any Solar Facility, within fifteen (15) days after receipt of a written request therefor, a certificate evidencing whether or not (i) the License is in full force and effect; (ii) the License has been modified or amended in any respect and describing such modifications or amendments, if any; and (iii) there are any existing defaults thereunder to the knowledge of the Party executing the certificate, and specifying the nature of such defaults, if any. If either Party shall fail to deliver said certificate within fifteen (15) days from request therefor it shall be concluded that the License is in full force and effect, unmodified and without default.
5. **Severability.** If any part, term, or provision of this License, is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality or enforceability of any other part, term, or provision of this License, and shall not render this License unenforceable or invalid as a whole; rather the part of this License found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible with a legally enforceable and valid provision similar in tenor to the stricken provision within the limits of Applicable Law, and the remainder of this License will remain in full force.
6. **Non-Waiver.** No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. No waiver by either Party of a breach of any term or provision contained herein shall be effective unless in writing and signed by the waiving Party. No consent by either Party to, or waiver of a breach by either Party, whether express or implied, shall be construed to operate as or constitute a consent to waiver of, or excuse of any other or subsequent or succeeding breach by either Party.
7. **Remedies Cumulative.** No remedy herein conferred upon or reserved to Licensee or Licensor 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.
8. **Headings.** The headings in this License are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this License.
9. **Attorneys' Fees; Costs.** In the event of any action, claim, suit, proceeding, or arbitration between the Parties relating to this License or the subject matter hereof the prevailing Party will be entitled to recover its reasonable attorneys' fees and expenses and costs of such action claim, suit, proceeding, or arbitration in addition to any other relief granted or awarded. Each Party will bear its own costs and expenses relating to negotiating this License and any additional documents relating hereto or thereto.
10. **Binding Effect.** This License and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns.

11. Counterparts. This License may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument. A signature on a copy of this License received by either Party by facsimile transmissions is binding upon the other Party as an original.
12. No Recourse to Affiliates. Except as provided in the Certification and Guaranty of _____ and Parent Company appearing at the end of this License: (i) this License is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party other than in accordance with the Certification and Guaranty of _____ and Parent Company as set forth in this License; and (ii) no Party shall have recourse to any parent, subsidiary, partner, member, affiliate, leader, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder unless such obligations were assumed in writing by the person against whom recourse is sought.
13. Brokers. Each Party represents and warrants to the other Party that it has not engaged or had any conversations or negotiations with any broker, finder or other third party concerning the leasing of the Premises to Licensee who would be entitled to any commission or fee based on the execution of this License. Each Party hereby indemnifies the other against and from any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing. The foregoing indemnification shall survive the termination of this License for any reason.
14. Time of Essence. Time is of the essence of this License.
15. Memorandum. Upon the request of the Lender for the Solar Facility the Licensor and Licensee agree to execute a short form memorandum of this License in form reasonably satisfactory to each Party and appropriate for recording in the land registry or title records of the county where the Premises is located, or other applicable governmental office, and may be recorded or filed by the requesting party.
16. Further Assurances. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary 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.
17. General Interpretation. The terms of this License have been negotiated by the Parties hereto and the language used in this License shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This License shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument of any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the License. No rule of strict construction will be applied against any person.

18. Authority of Parties. Each of the Parties acknowledges to the other Party that (i) it has the legal power and authority to execute, deliver and perform this License and its respective obligations under this License; (ii) the person whose name appears below is fully authorized to sign this License on behalf of such Party and to bind such Party to its terms; (iii) the execution and delivery of this License will not place it in default of any agreements to which it is a party or bound and will not violate any Applicable Law; (iv) it is not a party to, nor does there exist, any pending or threatened legal, administrative, arbitral or other proceedings, judgments, actions or governmental or regulatory investigations of any kind or nature whatsoever that could reasonably be expected to have an adverse effect on its ability to perform its obligations under this License or on the other Party's ability to fully exercise its rights pursuant to this License.
19. Representation Regarding the Parent Company. Licensee hereby represents and warrants that it is wholly owned and controlled by the Parent Company and agrees that any transfer of control of the Licensee to a party other than _____, unless consented to by Licensor, shall constitute a default by Licensee under this License.
20. Interaction with PPA. To the extent that there exists any conflict between the provisions in the PPA and this License, the PPA shall control. Notwithstanding any provisions to the contrary, the Parties acknowledge and agree that this License shall automatically and promptly terminate if the PPA is terminated as to the Site. __

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IN WITNESS WHEREOF, the parties have executed this License on the day and year first above written.

LICENSOR: Howard County, Maryland

ATTEST:

Brandee Ganz

Calvin Ball
Chief Administrative Officer

County Executive

Date: _____

APPROVED:

Tim Lattimer, Administrator
Office of Community Sustainability

APPROVED:

Yosef Kebede, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

Rafiu Ighile, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

this ____ day of _____, 202__

Gary W. Kuc
County Solicitor

Reviewing Attorney:

Lisa Bagrosky
Senior Assistant County Solicitor

LICENSEE:

Date: _____

CERTIFICATION AND GUARANTY¹¹

_____ LLC (referred to herein as “_____”) and _____ LLC (referred to herein as “Parent Company”), hereby certify, acknowledge, represent, covenant, and confirm that: (a) as of the Effective Date of this License, Licensee is registered to do business in Maryland and is in good standing according to the Maryland State Department of Assessments and Taxation; (b) prior to the Licensee’s entering onto or accessing the Premises or the Site or commencing construction or installation of the Solar Facility and/or any appurtenant equipment or utilities, _____ shall (i) acquire all membership interests in the Licensee from Parent Company and (ii) wholly own and control the Licensee; and (c) as of the Effective Date of this License, _____ and Parent Company, jointly and severally, hereby unconditionally guaranty and ensure Licensee’s payment and performance of all of Licensee’s obligations, tasks, duties, and responsibilities required by this License as if _____ and Parent Company were parties to this License instead of Licensee. Upon delivery to Licensor of a copy of the fully-executed Assignment of Membership Interests in the Licensee to _____, the Parent Company’s guaranty as provided in item (c) above shall terminate automatically and be null and void.

_____ LLC

President and CEO
Date: _____

President and CEO
Date: _____

EXHIBIT B

Preliminary Site Detail Drawings

EXHIBIT C

Roof Information

EXHIBIT D

Form of SNDA

Subordination Agreement

Date: _____

Lender: _____

Licensor: _____

Licensee: _____

Property: _____

Mortgage: _____

License: _____

Premises: _____

In consideration of the mutual agreements made herein, Lender and Licensee agree:

Consent. Lender acknowledges receipt of a complete and accurate copy of the License and hereby consents to the License and all of the terms and provisions thereof. [NOTE: omit for Mortgages entered after License.]

Subordination. The License is subject and subordinate to the Mortgage and to all advances now or hereafter made thereunder or any modifications, amendments and extensions thereto, with the same force and effect as if the Mortgage had been executed, delivered, recorded, and all advances had been made thereunder, prior to execution and delivery of the License, and to all amendments, replacements, renewals, consolidations and extensions thereof, whether securing the same principal amount or otherwise.

Non-disturbance. Provided the License is in effect and has not been terminated as a result of Licensee's default thereunder, then, in the event of foreclosure of the Mortgage or Lender's acceptance of a deed in lieu of foreclosure:

1. the License shall continue in full force and effect and Licensee's possession of the Premises shall not be disturbed by Lender;
2. Lender will not name Licensee as a party in any action or proceeding to foreclose the Mortgage or to exercise any of its other rights under the Mortgage or under law; and
3. any sale of the property pursuant to foreclosure or otherwise will be subject to all of Licensee's rights under the License.

Attornment. If Lender succeeds to the rights of Licensor under the License, whether by foreclosure, deed in lieu of foreclosure or otherwise, Licensee will attorn to Lender, and Lender will accept such attornment, for the unexpired term of the License, subject to all of the terms of the License; provided, however:

4. Lender shall not be bound by the payment to Licensor of fees farther in advance than as permitted or required under the License;
5. Lender shall not be liable for any act or omission of Licensor, or for any fact, circumstance or condition existing or arising prior to Lender's succession in interest to Licensor, except if Lender received notice of same pursuant hereto;
6. Lender shall not be subject to any offsets, claims or defenses Licensee might have against Licensor, except if Lender received notice of same pursuant hereto; and
7. if the License is not terminated following a casualty or condemnation, then upon the request of either Licensor or Licensee, Lender shall permit the use of any insurance proceeds or eminent domain awards for repair and restoration.

Notice and Cure. Notwithstanding any provision of the License to the contrary, Licensee agrees to deliver to Lender, in the manner set forth in Paragraph 0 hereof, a copy of any notice of default sent to Licensor by Licensee whenever Licensee shall give any such notice of default to Licensor; provided Licensee's failure to do so shall not affect the effectiveness of such notice as to Licensor. Lender shall have the right, but not the obligation, to cure such default within the time periods allowed Licensor under the License, provided such periods shall run from the date Licensor receives notice pursuant hereto.

Payment of Fees to Lender. If in the future there is a default by Licensor in the performance and observance of the terms of the Mortgage, Lender may, at its option, require all fees and all other payments due under the License be paid directly to Lender. Upon notification to that effect by Lender to Licensee, Licensor HEREBY IRREVOCABLY AUTHORIZES AND DIRECTS Licensee and Licensee agrees to pay any payments due under the terms of the License to Lender. Such payments shall constitute payments under the terms of the License and Licensor shall have no claim against Licensee by reason of such payments made to Lender, nor shall Licensee be obligated to inquire as to the existence of any default or the right of Lender to make such request.

Further Assurances. The subordination provision hereof is effective upon execution hereof and the non-disturbance and attornment provisions hereof shall operate immediately upon Lender's succeeding to the interest of Licensor in the Premises without execution of any further instrument. Lender and Licensee agree, however, to execute and deliver from time to time such further documents as either party reasonably deems necessary or appropriate to evidence their agreement hereunder.

Licensee's Property. Lender hereby expressly waives any interest in the Solar Facility and any equipment, trade fixtures or other personal property now or hereafter located on or affixed to the Premises or any portion thereof regardless of the manner in which same is attached or affixed to the Premises, agrees the same does not constitute fixtures or realty and acknowledges Licensee is authorized to remove same.

Successors and Assigns. The term "Lender", as used herein, unless the context requires otherwise, shall include the successors and assigns of Lender and any persons or entity that shall become the owner of the Property by reason of a foreclosure of the Mortgage or an acceptance of a deed or an assignment in lieu of foreclosure or otherwise. The terms "Licensor" and "Licensee" as used herein shall include their respective successors and assigns.

Notices. All notices given hereunder shall be in writing and shall be deemed received at the earlier of when delivered (or delivery is refused) in hand or by overnight courier for which a receipt of delivery is given, by certified or registered mail, return receipt requested, addressed to Licensee and Lender at the addresses appearing on the first page hereof, or to such other address or addresses as the parties may from time to time specify by written notice so given.

Governing Law. This Agreement shall be interpreted in accordance with and governed by the law of the State.

Changes in Writing. This Agreement may not be changed, waived, or terminated except in a writing signed by the party against whom enforcement of the change, waiver, or termination is sought.

Executed as of the date first above written.

LENDER:

By: _____
Name: _____
Title: _____

LICENSOR:

By: _____
Name: _____
Title: _____

LICENSEE:

By: _____
Name: _____
Title: _____

Exhibit E

List of Environmental Reports

EXHIBIT H: FORM OF RENEWABLE ENERGY INVOICE

EXHIBIT I: FORM OF PILOT AGREEMENT

Project: _____ - Howard County
Solar Projects

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this “PILOT Agreement”) is made this ___ day of _____, 202__, by and between **HOWARD COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (the “County”) and _____, a _____, with offices at _____ (the “Owner”).

RECITALS

A. The County has established a goal, as outlined in Howard County Climate Forward: Climate Action and Resiliency Plan (2023) to increase solar to 435 MW by 2030 and to 1033 MW by 2040.

B. The Owner is the fee simple owner of that parcel of real property in Howard County, described in the deed..... (the “Property”).

C. The Owner, is or will be the owner of certain personal property located on the Property that will be used to generate and deliver renewable energy to the County (the “Project”).

D. The Owner requested that the County permit the Owner to make payments in lieu of any County real and personal property taxes pursuant to Section 7-514 of the Tax-Property Article of the *Annotated Code of Maryland* (the “Act”). The Act authorizes the County to agree to such payment in lieu of Property Taxes:

(a) *Agreement with owner of facility for generation of electricity.*

(1) The governing body of a county or municipal corporation may enter into an agreement with the owner of a facility for the generation of electricity that is located or locates in the county or municipal corporation for a negotiated payment by the owner in lieu of taxes on the facility.

(2) An agreement for a negotiated payment in lieu of taxes under this section shall provide that, for the term specified in the agreement:

(i) The owner shall pay to the county or municipal corporation a specified amount each year in lieu of the payment of county or municipal corporation real and personal property tax; and

- (ii) all or a specified part of the real and personal property at the facility shall be exempt from county or municipal corporation property tax for the term of the agreement.

F. The County Council of Howard County, Maryland approved this PILOT Agreement by Resolution (CR__-202_), dated _____, 202_, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Owner agree as follows:

1. Abatement of County Real Property Taxes for Renewable Energy Equipment

- (i) From the effective date and continuing for the term of this PILOT Agreement, all Real Property Taxes imposed on the Owner shall be abated and the Owner shall pay to the County in lieu of such taxes, \$10 each year;
- (ii) The Owner shall continue to pay to the County the full amount of any County fire tax, front foot benefit assessment charge, ad valorem charge, personal property taxes, and any other charges on the Project (the "County Assessments") as they become due on the Property.

2. Abatement of County Personal Property Taxes for Renewable Energy Equipment.

- (a) From the effective date and continuing for the term of this PILOT Agreement, any Personal Property Taxes imposed on the Owner, based on an assessment of the personal property at the Project, shall be abated or waived as they become due pursuant to terms of this PILOT Agreement.
- (b) The Owner will be required to submit all required personal property tax returns to the Maryland State Department of Assessment and Taxation. Thereafter, the Personal Property Tax abatement shall be applied by the County.
- (c) In lieu of payment of the Personal Property Taxes on the equipment at the Project, the Owner shall pay to the County \$10 each year for the term of this PILOT Agreement.

3. Representations and Warranties.

- (a) The County represents and warrants to the Owner that it has the authority to abate the Real Property and Personal Property Taxes for property located in Howard County.
- (b) The Owner represents and warrants to the County that it is eligible in all respects to enter into this PILOT Agreement to make payments in lieu of taxes under the Act.
- (c) The Owner, will develop, construct, and provide for the operation of the Projects, at full buildout, which will generate _____.

(d) The Owner covenants and agrees that it will do all things necessary to remain eligible to make payments in lieu of taxes in accordance with the Act.

4. Term of Agreement. This Agreement shall remain in effect until the earlier to occur of:

- (a) the expiration of ____ (____) years from the Effective Date;
- (b) the date on which the Owner ceases the construction and/or operation of the Project;
- (c) on _____ should the Project fail to produce ____ MWAC of electricity, this Agreement will be automatically terminated and the Owner will be required to repay the County the abated property taxes with respect to the Property from the Effective Date in proportion to the shortfall from the required ____ MWAC of electricity produced, or
- (d) any default by the Owner under this PILOT Agreement, which shall include but is not limited to the failure of the Owner to pay the County for any amounts due under this PILOT Agreement.

5. State Taxes. The Owner acknowledges and agrees that it shall pay all State real property taxes due with respect to the Property.

6. Successors and Assigns. This PILOT Agreement shall be binding upon, and shall inure to the benefit of, the Owner and all successors and assigns of the Owner.

7. Entire Agreement. This PILOT Agreement represents the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and the Owner, by their duly authorized representatives have signed this Agreement as of the date first written above.

IN WITNESS WHEREOF, the County and the Owner, by their duly authorized representatives have signed this Agreement as of the date first written above.

WITNESS/ATTEST:

[OWNER]

Name:

By: _____
Name:

ATTEST:

HOWARD COUNTY, MARYLAND

Brandee Ganz
Chief Administrative Officer

By: _____
Calvin Ball
County Executive
Date: _____

APPROVED for Form and Legal
Sufficiency this _____ day
of _____, 202_

Gary W. Kuc
County Solicitor

Reviewing Attorney:

Kristen Bowen Perry
Deputy County Solicitor

APPROVED by Department of Finance:

Rafiu Ighile, Director

[Notaries continue on the following page.]

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 202__, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared _____, and [s/he] acknowledged that [s/he] executed the Payment in Lieu of Taxes Agreement for the purposes therein contained, and [s/he] further acknowledged the same to be the [his/her] act [on behalf of if corporate owner].

AS WITNESS my Hand and Notarial Seal:

Notary Public

My Commission Expires:

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2017, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared **Calvin Ball**, the County Executive of Howard County, Maryland, and he acknowledged that he executed the Payment in Lieu of Taxes Agreement for the purposes therein contained, and further acknowledged the same to be the act of Howard County, Maryland.

AS WITNESS my Hand and Notarial Seal:

Notary Public

My Commission Expires:

I CERTIFY THAT:

- (a) I am an attorney admitted to practice before the Court of Appeals of Maryland; and
- (b) I prepared the foregoing Payment in Lieu of Taxes Agreement.

Kristen Bowen Perry

Exhibit A: Council Resolution No. _____

X. EXHIBIT K

CONSTRUCTION, SITE MANAGEMENT, AND OCCUPANCY REQUIREMENTS FOR HCPSS

This Exhibit H is incorporated into and made a part of the Renewable Energy Power Purchase Agreement (the “Agreement”). In the event of a conflict between this Exhibit and the Agreement, Exhibit H shall govern unless expressly stated otherwise.

K-1. GENERAL PROJECT CONTROLS

1. **Single Point of Responsibility.** Power Provider shall be fully responsible for all construction means, methods, sequencing, safety, coordination, supervision, and performance of all work, including the acts and omissions of its contractors, subcontractors, suppliers, and consultants.
2. **On-Site Supervision.** Power Provider shall provide a qualified superintendent/foreman who shall be on site at all times when work is being performed. The superintendent/foreman shall be proficient in reading, writing, and speaking English.
3. **Replacement of Personnel.** HCPSS reserves the right to require the replacement of any superintendent, foreman, worker, agent, or representative whose conduct, competency, background status, or performance is deemed unacceptable.
4. **Criminal History Background Checks.** All employees, agents, or representatives of Power Provider or its subcontractors who will perform work on any phase of the Agreement and who will access HCPSS Sites shall be subject to criminal history background checks in accordance with Howard County Public School System (HCPSS) requirements. Such individuals shall, upon request, provide fingerprints and all required information necessary to facilitate background checks and shall be responsible for any associated fees. Purchaser, including HCPSS, reserves the right, in its sole discretion, to bar any individual from access to its property based on the results of such background check or failure to comply with such requirements.

Fingerprinting location:

FYI Fingerprints

3696 Park Ave, Ellicott City, MD 21043

5. **Employee Certification.** Power Provider shall submit to HCPSS, upon request, a listing of all employees assigned to perform work under the Agreement and shall certify in writing that the required criminal history record checks have been conducted and that each employee complies with HCPSS requirements.
6. **Roof Access:** Roof access shall be provided by the Power Provider. Posted ladders shall be taken down and secured at the end of every workday.

K-2. PRECONSTRUCTION REQUIREMENTS

1. **Preconstruction Conference.** A mandatory preconstruction conference shall be held with Purchaser, Power Provider, major subcontractors, and other required parties prior to delivery of materials or commencement of construction.
2. **Prerequisites to Start of Work.** No work shall begin until:
 - All required submittals have been received and approved;
 - The Construction Schedule has been reviewed by HCPSS;
 - Safety plans and emergency contact information have been provided;
 - Roof manufacturer coordination requirements have been satisfied and approval letter from manufacturer is provided.
 - Permits: All required permits have been obtained and posted.
 - Pre-Construction meeting has been held.
3. **Emergency Response.** Power Provider shall provide 24-hour emergency contact numbers and shall respond to emergency conditions within two (2) hours.
4. **Pre-Job Damage Survey.** Power Provider shall perform and document a pre-job survey (including video documentation) of all affected and adjacent areas. Existing documented damage shall not be attributed to Power Provider unless further damaged by its work.

K-3. SUBMITTALS AND DOCUMENTATION

Power Provider shall submit all applicable submittal items via electronic transmission:

- Shop drawings (for HCPSS records only, not approval)
- Product data (for HCPSS records only, not approval)
- Certifications (for HCPSS records only, not approval)
- Roof manufacturer approval letter (for HCPSS records only, not approval)
- Material Safety Data sheets (MSDS) (for HCPSS records only, not approval)
- Staging plan
- Project Schedule: Schedule shall include a bar graph presentation and a roof plan indicating areas of work. Daily work areas to be identified as “Day 1, Day 2, etc.”

Provide a hard copy of the MSDS sheets and emergency contact letter to the Administration offices of each facility.

K-4. WORK HOURS AND SCHEDULING

1. **Normal Working Hours.** Unless otherwise approved in writing by HCPSS, normal working hours shall be as follows:
 - School in Session: 6:00 a.m. to 6:00 p.m.; Later hours available with HCPSS approval.

- Saturdays and Sundays permitted with 72 hours' notice to HCPSS: 7:00 a.m. to 6:00 p.m.
 - Summer (Monday through Saturday): 6:00 a.m. to 6:00 p.m.
2. **Extended Hours.** Work outside normal hours may be performed only with prior written approval from HCPSS.
 3. **Scheduling Coordination.** Power Provider shall coordinate work with Purchaser's operational and school calendars and provide weekly schedule updates.
 4. **Advance Notice.** Power Provider shall provide at least seventy-two (72) hours' notice for changes in work locations or activities.
 5. **Presence of HCPSS Personnel.** HCPSS reserves the right to monitor and observe work activities during normal working hours.

K-5. OCCUPIED FACILITY REQUIREMENTS

1. **Occupied Buildings.** Work may take place while school facilities are occupied by staff, students, and visitors. Power Provider shall exercise every precaution to protect occupants from injury and to minimize disruption of school or facility activities.
2. **Professional Conduct.** All personnel shall conduct themselves in a professional manner while on HCPSS premises. Any individual who disregards the nature of the school or facility environment, fails to comply with site rules, or engages in inappropriate conduct shall be removed from the premises and may be prohibited from further work on the Agreement.
3. **Sign-In Procedures.** All contractor personnel shall sign in and sign out daily at the front office or other designated location at each HCPSS Site and shall comply with all site-specific visitor management procedures.
4. **Identification Requirements.** All contractor personnel working in or around designated buildings shall carry a valid driver's license or government-issued photo identification at all times and shall wear distinctive company uniform clothing and identification badges while on HCPSS premises.
5. **Vehicle Identification.** HCPSS will provide a designated parking location for Contractor vehicles.
6. **Utility Shutdowns.** Any utility outages require prior written approval and coordination with HCPSS.

K6. ROOF-SPECIFIC REQUIREMENTS

1. **Roof Manufacturer Coordination.** Power Provider shall coordinate all roof-mounted solar installations with the roof manufacturer to preserve existing warranties. Power Provider shall follow the roof manufacturers guidelines for installation of photovoltaics on existing roofs.
2. **Pre-Design Meeting.** A pre-design meeting with HCPSS and the roof manufacturer's representative shall be held to review scope, layout, and roof conditions.

3. **Penetrations.** All penetrations shall be detailed, approved, and installed by a manufacturer-certified roofer. Pourable sealer pockets are not permitted.
4. **Drainage.** Solar installations shall not block roof drainage. Protective walkways and roof protection shall be provided.
5. **Daily Watertight Condition.** Roofing that is disturbed/damaged during the day shall be made fully watertight the same day.
6. **Leak Responsibility.** Power Provider shall be responsible for all leaks or damage resulting from its work, including trafficking and material storage. Any damage caused by contractor shall be repaired by a certified roofing company approved by roof manufacturer.
7. **Inspections.** Roof Manufacturer inspections during and after installation shall be coordinated and documented. A copy of the inspection reports shall be sent to HCPSS.
8. **Roof Membranes.** At high traffic locations, provide protection with a minimum ½-inch OSB or plywood atop 2-inch extruded polystyrene insulation. Walkway shall be laid in a fashion that will not be susceptible to displacement from winds or block roof drainage.

K-7. TEMPORARY PROTECTION AND BARRIERS

1. **Interior and Exterior Barriers.** Power Provider shall provide and maintain barriers, warning lines, signage, lighting, and personnel necessary to segregate work areas from occupants, pedestrians, and vehicles.
2. **Protection of Surfaces.** Adjacent paving, landscaping, walls, windows, and finishes shall be protected from damage.
3. **Drainage Protection.** Roof drains and leaders shall be kept clear at all times.

K-8. FENCING, STAGING, AND STORAGE AREAS

1. **Designated Areas.** All staging, storage, laydown areas, and construction trailers shall be located only in areas approved in writing by HCPSS.
2. **Temporary Fencing.** Power Provider shall install and maintain temporary fencing around all approved staging and storage areas for the duration of construction. Fencing shall:
 - Be a minimum of six (6) feet in height;
 - Fully enclose the area with no gaps;
 - Include lockable access gates;
 - Be stabilized against tipping or displacement;
 - Comply with OSHA, MOSHA, and local requirements.
3. **Safety and Security.** Fenced areas shall include warning signage, reflective markings or lighting as required, and measures to prevent access by students, staff, and the public. HCPSS shall not be responsible for theft, loss, or vandalism of stored materials or equipment.
4. **Location Restrictions.** Staging and storage areas shall not block emergency access, egress, ADA routes, or drainage systems. HCPSS may require relocation of staging areas as site conditions or operations change.

5. **Restoration.** Upon completion, all fencing, materials, and equipment shall be removed and areas restored to their original condition, reasonable wear excepted, to Purchaser's satisfaction.

K-9. SAFETY, FIRE, AND HAZARDOUS MATERIALS

1. **Fire Protection.** Power Provider shall provide temporary fire protection as required, fire extinguishers located on the roof and at the staging/storage location. Open flames and torch use are prohibited unless expressly approved.
2. **Volatile Materials.** Volatile or flammable materials shall not be stored on or in buildings and shall be stored in secured containers.

K-10. UTILITIES AND TEMPORARY SERVICES

1. **Temporary Utilities.** Limited electrical and water service may be provided by HCPSS where available; excessive usage may be charged to Power Provider.
2. **Contractor Utilities.** All other utilities required for construction shall be provided by Power Provider.

K-11. CLEANUP, HOUSEKEEPING, AND RESTORATION

1. **Housekeeping.** Power Provider shall maintain a clean and orderly site, including daily cleanup of debris.
2. **Final Restoration.** All disturbed areas shall be restored to their pre-construction condition or better, reasonable wear excepted.
3. **Damage Repair.** Any damage caused by construction activities shall be repaired promptly at Power Provider's expense.

K-12. NO DISRUPTION OF SCHOOL OPERATIONS — SOLAR INSTALLATION REQUIREMENTS

1. Protection of School Operations. All work shall be performed in a manner that prevents disruption to instructional activities and normal school operations. Power Provider shall coordinate all activities with HCPSS and School Administration to ensure the safety of students, staff, and visitors and to maintain continuity of the educational environment.

Power Provider shall not interfere with, obstruct, or disrupt:

- Classroom instruction;
- Testing and examination periods;
- Student arrival and dismissal activities;
- Special education programming;
- Administrative operations;

- School events, assemblies, or scheduled activities;
- Emergency operations or drills; or
- Any other activities identified by HCPSS or School Administration.

HCPSS reserves the right to restrict, suspend, or reschedule work that is determined to interfere with school operations.

2. Occupied School Work Restrictions. School facilities shall remain fully occupied during the Project.

- Normal instructional hours are approximately 7:30 a.m. through 4:00 p.m. Hours vary by school.
- No work that produces noticeable noise, vibration, or disruption within occupied spaces shall occur during instructional hours.
- All disruptive work shall be performed only after school dismissal, unless otherwise approved in writing by HCPSS.

Disruptive work includes, but is not limited to:

- Drilling, cutting, hammering, or impact work;
- Mechanical fastening or anchoring to roof structure;
- Power tool operations producing audible noise within the building;
- Work generating disruptive vibration transmitted through the building structure;
- Any activity that creates disturbance to classrooms or occupied spaces.

Power Provider shall plan staffing, sequencing, scheduling and coordination with the school administrations testing and special event schedules to comply with these requirements at no additional cost to Purchaser or HCPSS.

3. Solar Panel Installation Methods — Noise and Vibration Restrictions. The Project involves installation of rooftop solar panel arrays utilizing ballasted mounting systems and limited mechanically attached mounting systems.

- Ballasted installation methods that do not create noise or vibration detectable within occupied spaces may be performed during approved working hours, subject to HCPSS approval.
- Mechanical attachment methods, including drilling, anchoring, or fastening to the roof structure, shall be performed only during approved after-hours periods in accordance with this Section.
- Power Provider shall submit a work plan identifying installation methods, sequencing, and anticipated noise impacts prior to commencement of work.

4. Student Dismissal and Site Activity Restrictions. Student arrival and dismissal times vary according to the school. Refer to the school calendar for arrival and dismissal times for each location.

- Construction activities, such as deliveries, that could interfere with student dismissal operations, pedestrian circulation, or site safety shall not occur during arrival and dismissal periods.
- Mobilization of equipment, staging of materials, or commencement of disruptive work shall begin only prior to school arrival periods, and after school dismissal periods, or weekends, unless otherwise approved by HCPSS.

5. Coordination with School Administration. Power Provider shall:

- Coordinate work schedules with HCPSS and School Administration on a weekly basis;
- Adjust work activities to accommodate testing schedules, examinations, and special events;
- Provide advance written notice not less than five (5) business days prior to performing disruptive work that may impact the school; and
- Immediately suspend operations upon direction of HCPSS or School Administration if disruption to school operations occurs.

6. Failure to Comply. Failure to comply with this Section may result in suspension of work, removal of personnel from the site, or other remedies available under the Agreement at no additional cost to Purchaser or HCPSS.

K-13. ROOF MOUNTED SOLAR INSPECTION AND MAINTENANCE PLAN

1. **General Requirement.** For all roof-mounted Solar Facilities, Power Provider shall implement and comply with a Roof Mounted Solar Inspection Plan. At a minimum, such plan shall include Power Provider's routine maintenance program and the requirements set forth in this Section.
2. **Annual Inspection and Maintenance.** Power Provider shall perform **no less than one (1) comprehensive inspection and maintenance visit per year.** Inspections shall be coordinated with HCPSS and associated reports provided to HCPSS in electronic format.
3. **Scope of Annual Inspection.** The annual inspection and maintenance shall include, at a minimum, the following:
 - a. Visual Inspections
 - Photovoltaic (PV) array inspection;
 - Electrical equipment inspection (interior and exterior);
 - Mounting structure and attachment inspection.
 - Equipment torque verification, including a minimum ten percent (10%) sample torque check of fasteners;
 - One hundred percent (100%) inspection of grounding system integrity.
 - c. Thermal and Performance Testing

- Thermographic (infrared) scanning of inverters, switchgear, and electrical connections;
 - IV curve tracing and testing;
 - String-level testing using a PV analyzer to provide a full analysis of string performance.
 - Inverter functionality testing using a calibrated meter;
 - Megger (insulation resistance) testing on AC-side conductors.
 - Cleaning of inverter air vents and other manufacturer-recommended cleaning necessary for proper operation.
4. **Reporting.** Following each annual inspection, Power Provider shall provide HCPSS with a written inspection and maintenance report documenting all testing performed, observations, deficiencies identified, corrective actions taken or recommended, and confirmation of system operational status.
5. **Corrective Actions.** Any deficiencies or safety-related issues identified during inspection shall be corrected by Power Provider at its sole cost and expense in a timely manner consistent with manufacturer recommendations.