

ENERGY SERVICES AGREEMENT

This **Energy Services Agreement** (this “**Agreement**”) is entered into as of _____ (the “**Effective Date**”), between _____, a _____ (“**Customer**”) and BRIDGE Aggregate Solar Company LLC, a California limited liability company (“**BASC**”). Capitalized terms are defined in *Section 16*.

1. Services Provided by BASC.

A. **Installing Site Equipment.** BASC shall design, procure, install, and test Site Equipment capable of delivering electricity, all in accordance with this Agreement.

B. **Operating and Maintaining Site Equipment.** BASC shall design, obtain permits, install, operate, and maintain the Site Equipment so as to keep it in good condition and repair, in compliance with Applicable Law and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular (the “**Site Equipment Operations**”). Such work shall be at BASC’s sole expense. As part of the Site Equipment Operations, BASC shall also: (1) regularly inspect Site Equipment, performing tests no less than two times per year to confirm the level of operability, performance utilization and efficiency consistent with design expectations, (2) provide and install replacement parts and components promptly as part of a preventative maintenance program, and as necessary to ensure proper production and delivery of electricity, all at no charge to Customer, (3) ensure that its agents, employees, invitees and visitors do not to create any unnecessary nuisance, or substantially interfere with the business operations of any other person, tenant, unit owners or others in the Building or Customer in its use of the Building (including the Site), and (4) ensure that the Meter will fairly and accurately collect and report the information necessary to calculate the Energy Fees set forth in *Section 2* and that such equipment meets or exceeds applicable certification standards. Customer shall pay for any independent testing of the Meter in excess of that provided for above, except that if, after such testing, the Meter is shown to be in error by more than 1%, BASC shall pay for the cost of such test and shall make corresponding adjustments to the records of the amount of electrical energy provided by the Site Equipment based on the period that is half-way in between the date of this testing and the last testing date of the meter. If there is an error of less than or equal to 1% no billing adjustments will be made. In the event there is an error of greater than 1%, BASC shall adjust the next invoice to be provided to Customer under *Section 2.C.* hereof, to either charge the Customer additional amounts for energy produced over the stated meter amount during the applicable period at the applicable rate or provide Customer a credit against future billing for energy produced under the stated meter amount during the applicable period, provided, however, that any deficiencies or credits not theretofore applied or satisfied at the expiration of the Term or early termination of this Agreement shall be settled in cash.

C. **Delivery of Electricity.** The electric energy from the Site Equipment shall be delivered from BASC to Customer at the Delivery Point and otherwise in compliance with all requirements of the Local Electric Utility. BASC does not warrant or guarantee the amount of electric energy to be produced by the limits on Site Equipment for any hourly, daily, monthly, annual or other period. BASC is not a utility or public service company and does not assume any obligations of a utility or public service company to

supply Customer's electric requirements. Title to and risk of loss with respect to the energy shall transfer from BASC to Customer at the Delivery Point.

D. **Back-up and Supplemental Electricity.** Except as otherwise provided herein, throughout the Term, Customer shall be responsible for obtaining all of its requirements for electricity in excess of the amounts produced by the Site Equipment and pay for such service pursuant to contracts with or applicable tariffs of an Electric Service Provider. BASC shall have no obligation to obtain or pay for such supplemental or back-up electricity.

E. **Net Metering & Utility Credits.** At any time that electric production from the Site Equipment is greater than Customer's requirements at such time, Customer shall nevertheless pay BASC for all of the electricity produced by the Site Equipment at the rates and in the manner provided in this Agreement. Customer may make arrangements with the Local Electric Utility so that power in excess of Customer's requirements may be delivered to the Local Electric Utility through the Delivery Point and Customer shall receive any credits or payments from the Local Electric Utility may be available under net metering or similar programs. If Applicable Law or the practice of the Local Electric Utility restricts the ability of the Customer to deliver electricity produced by the Site Equipment to the Local Electric Utility, then the Parties shall agree on alternate arrangements to enable Customer, insofar as possible, to receive benefits from the Local Electric Utility comparable to those available under net metering programs, provided that the economic benefits to BASC remain as provided in this *Section 1*.

F. **Interconnection.** BASC shall be responsible for arranging the interconnection of the Site Equipment with Customer's Local Electric Utility in a manner which includes bi-directional or "net metering".

G. **No Resale of Electricity.** Except as contemplated by the provisions of *Section 1.E*, the electricity purchased by Customer from BASC under this Agreement shall not be resold, assigned or otherwise transferred to any other person without prior approval of the BASC, which approval shall not be unreasonably withheld, and Customer shall not take any action which would cause Customer or BASC to become a utility or public service company.

H. **BASC Is Not A Utility.** Neither Party shall assert that BASC is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any governmental authority as a result of BASC's obligations or performance under this Agreement.

2. Payments by Customer.

A. **Purchase of Electricity.** Throughout the Term, subject to the terms and conditions of this Agreement, BASC shall sell to Customer and Customer shall buy from BASC all electric energy produced by the Site Equipment, whether or not Customer is able to use all such electric energy.

B. **Energy Rate.** Customer shall pay BASC for electricity produced by the Site Equipment at the rates set forth in Exhibit C attached hereto (the “**Energy Rate**”).

C. **Invoice and Payment.** Customer shall pay to BASC the Energy Fee on a monthly basis, from the Commissioning Date through the end of the Term. BASC shall deliver a monthly invoice (the “**Invoice**”) setting forth the quantity of electricity produced by the Site Equipment in such month, the applicable Energy Rate, and the total amount due, which shall be the product of the quantities and the applicable rates (the “**Energy Fee**”). [The monthly Invoice shall clearly show the quantity of electricity during the month and allocated to common area meters and residential meters. Such allocation shall initially be based on the percentage allocated to each meter in the Virtual Net Metering Interconnection Agreement, between Building Owner and the Local Electric Utility]. Upon Customer’s request, BASC shall also provide the raw data, in CSV format, regarding each such quantity, as recorded by the Meter. Customer shall pay the Energy Fee on or before the last day of the month following the month in which the Invoice is issued (the “**Due Date**”). Customer shall be assessed a late fee equal to 5% of any amounts owed but not received by the Due Date.

D. **Time For Review.** Without altering the Due Date set forth in *Section 2.C.*, Customer shall have 30 days following the date of any Invoice to dispute the Energy Fee set forth thereon, and shall waive its right to dispute such fee thereafter.

3. Grant of Access Rights. Customer grants to BASC a non-exclusive right of access (the “**Access Rights**”) to use the Site solely for the installation, operation, maintenance, monitoring, modification and removal of the Site Equipment, at BASC’s sole expense, in accordance with this Agreement, from the Effective Date through the end of the Term and for 60 days thereafter; provided, however that any use of the Site by BASC shall not materially interfere with Customer’s ongoing use of the Building. Customer represents and warrants that it is the owner of the Site and/or is a lessee of the Site, and in either case has full authority to grant the Access Rights herein, and no other person or entity has a legal right to prevent installation or operation of the Equipment on the Site. Any concurrent use of the Site by Customer shall not materially interfere with BASC’s operations. Upon request by BASC, the Parties shall execute and record with the land records of [_____], California a memorandum giving notice of the Access Rights granted by Customer to BASC in this Agreement, and which shall be in form and substance reasonably acceptable to both Parties. The cost of preparation and recording shall be borne by BASC.

4. Development, Design, and Installation.

A. **Engineering Analysis by BASC.** Following the Effective Date of this Agreement, BASC shall use its commercially reasonable efforts to perform a structural engineering analysis of the Building’s roof and surrounding areas to determine whether the Building is suitable for installation of the Site Equipment (“**Engineering Analysis**”).

B. **Final Design.** Upon completion of the Engineering Analysis, BASC shall coordinate with Customer and it’s architect and engineers, and shall deliver to Customer a description of the design of the Site Equipment, including the site plan, system design, equipment specifications, metering equipment,

roof modifications, if any (the “**Proposed Design**”). Customer shall have 15 days to review or request modifications of the Proposed Design. The Parties shall cooperate in good faith to modify the design to both Parties’ satisfaction. Any strengthening or reinforcing of the Building’s roof that Customer or BASC reasonably determines to be necessary to support the Site Equipment shall be incorporated into the design and undertaken at BASC’s sole expense. Notwithstanding this review, BASC shall remain fully responsible for preparing all such designs and plans. Upon Customer’s written approval (or failure to respond within 15 days of receipt of the Proposed Design, which shall be deemed approval) the design shall be deemed final and binding on both Parties (as so approved, the “**Final Design**”). If, after Customer’s approval of the Final Design and before the Commissioning Date, Customer terminates this Agreement, or a Customer Default occurs, Customer shall be liable to BASC for all costs and expenses incurred by BASC prior to such date arising from its Engineering Analysis, Proposed Design, and Final Design costs and expenses.

C. **Development Tasks by BASC.** Following the Effective Date of this Agreement and completion of the Final Design, BASC shall use its commercially reasonable efforts to: (i) apply for and obtain all Governmental Approvals necessary to install and operate the Site Equipment; (ii) arrange interconnections with the Local Electric Utility; and (iii) retain and hire a qualified installer of photovoltaic energy systems (the “**Installer**”) to install the Site Equipment in the appropriate timeframe (each of (i), (ii), and (iii), a “**Development Task**”);

D. **Commencement of Installation.** Upon Customer’s written approval of the Final Design and completion of the Development Tasks, BASC and its Installer shall commence installation and construction of the Site Equipment, unless BASC has determined that (i) the Building is structurally insufficient to hold the Site Equipment, (ii) the Governmental Approvals cannot be obtained through commercially reasonable efforts, or (iii) the cost of installing and operating the Site Equipment, based on BASC’s analysis of the Building and the proposed Site Equipment, is not commercially viable. Upon such a determination in (i) – (iii), BASC may terminate this Agreement upon written notice to Customer, and neither Party shall have any further obligations hereunder.

E. **Customer’s Right to Terminate.** If (i) Customer rejects BASC’s Proposed Design, or (ii) BASC has not, within 3 months after the Effective Date, delivered to Customer a Proposed Design, or (iii) BASC has not commenced installation of the Site Equipment within 60 days of Customer’s approval of the Final Design, then Customer may terminate this Agreement by written notice to BASC, and neither Party shall have any further obligations under this Agreement.

F. **Customer Change Orders.** If, after Customer’s approval of the Final Design, Customer requests any work, equipment, or design element that deviates from the Final Design (a “**Change Order**”), Customer shall so notify BASC in writing. BASC shall have no obligation to execute such Change Order, but shall work in good faith with its Installer to accommodate the Change Order; *provided*, that Customer shall pay for any additional cost or expense arising from such Change Order within 30 days of the date of the Invoice from BASC. Any such amount not paid when due shall accrue interest at the Interest Rate calculated from such due date through the date actually paid.

G. System Acceptance Testing

i. BASC shall, at no cost to Customer, test the Site Equipment (“**Site Equipment Acceptance Testing**”) to confirm that the Site Equipment (i) is capable of delivering electricity in accordance with the operational requirements that BASC shall develop and provide to Customer (the “**System Requirements**”) and (ii) meets all requirements established by the Local Electric Utility and any Applicable Law. BASC shall notify Customer not less than three days prior to the conducting of Site Equipment Acceptance Testing and Customer shall have the right, but not the obligation, to be present at and observe the Site Equipment Acceptance Testing, at no cost to BASC.

ii. If the results of such Site Equipment Acceptance Testing indicate that the Site Equipment is capable of delivering electricity generated by the Site Equipment to Customer for four continuous hours using such instruments and meters as have been installed for such purposes and the Site Equipment has been approved for interconnected operation by the Local Electric Utility, then BASC shall send a written notice to that effect to Customer (a “**Completion Notice**”), accompanied by a copy of the results of the Site Equipment Acceptance Testing.

iii. The “**Commissioning Date**” shall be the fifth business day after the date of Customer’s receipt of a Completion Notice.

5. Term. The initial term of this Agreement will begin on the Effective Date and end [20] years after the Commissioning Date (the “**Initial Term**”), unless and until earlier terminated pursuant to the provisions of this Agreement. Upon written notice from Customer at least 30 days prior to the end of the Term, the Parties may by mutual consent renew this Agreement for one or more periods of one year (each, a “**Renewal Term**”). The Initial Term and all Renewal Terms, if any, shall be referred to collectively as the “**Term**.”

6. Purchase Option.

A. **Customer’s Right to Purchase.** Customer shall have the right to purchase the Site Equipment for the Option Price at the expiration of the Term, by notifying BASC in writing at least 90 days prior thereto.

B. **Purchase Option Price.** The “**Option Price**” shall be the Fair Market Value of the Site Equipment. If the Parties cannot mutually agree on its Fair Market Value within 20 days after Customer’s notice to BASC, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the photovoltaic industry. Such appraiser shall act reasonably and in good faith to determine Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error; *provided*, that Customer may rescind its offer to exercise the Purchase Option within 10 days following such appraisal. The appraisal report must be USPAP compliant and meet all applicable AICPA guidelines for the appraisal of assets. The cost of the appraisal shall be borne by the Parties equally. “**Fair Market Value**” means, with respect to the Site Equipment, as of the day of determination,

the price that would be negotiated in an arms' length, free market transaction for cash, between an informed, willing seller and an informed, willing buyer unrelated to seller, neither of whom is under compulsion to complete the transaction. For purposes of this definition, the premise of value shall be value in exchange, and the Fair Market Value shall be reduced by the cost of removal of the Site Equipment from the Building.

C. **Closing and Costs.** In the event Customer exercises the purchase option, the Parties shall, within 30 days of the determination of the Option Price (the "**Purchase Closing Date**"), (i) prepare all documents necessary to cause title to the Site Equipment to pass to Customer, with execution of such documents occurring on or before the end of the applicable Term, and (ii) Customer shall pay the Option Price to BASC, such payment to be made in accordance with any previous written instructions delivered to Customer for payments under this Agreement.

7. **Early Termination Fee.**

A. Customer may terminate its obligation to make payments under *Section 2* of this Agreement for any reason at any time after 90 days following the fifth anniversary of the Commissioning Date (the "**Early Termination Date**") upon 90 days prior written notice to BASC and payment to BASC of an "Early Termination Fee" equal to the net present value of the product of (a) the average amount of the monthly Energy Fees for the most recent 12-month period preceding the Early Termination Date, payable to BASC in accordance with *Section 2.C*, and (b) the number of months remaining in the Term.

B. In calculating net present value under this *Section 7*, the discount rate shall be 10%. Payment of the Early Termination Fee shall not constitute the purchase of the Site Equipment by Customer. However, in addition to paying the Early Termination Fee, Customer may elect, in the written notice to BASC given in accordance with *Section 7.A.*, to purchase the Site Equipment at the Option Price, pursuant to the procedures set forth in *Section 6*.

8. **Defaults and Remedies.**

A. **BASC Defaults.** The occurrence of any of the following shall be considered a "**BASC Default**":

i. BASC's operations create dangerous conditions or substantially impair Customer's ability to meet its obligations to tenants in the Building, and such conditions continue un-remedied for a period of 10 days after written notice thereof;

ii. BASC materially breaches any obligation under this Agreement and such default continues un-remedied for a period of 30 days following written notice thereof; provided, that if such breach cannot be remedied within such 30 day period, and BASC diligently commences and prosecutes such cure, BASC shall be afforded an additional 60 days in which to cure such breach;

iii. A Voluntary Bankruptcy Event with respect to BASC; or

- iv. An Involuntary Bankruptcy Event with respect to BASC.

B. Customer's Remedies. Upon the occurrence of a BASC Default, including the applicable cure period set forth above, if any, Customer may terminate its obligation to make payments under *Section 2* of this Agreement immediately upon written notice to BASC, at which time BASC's obligations to Customer under the Agreement also shall terminate. Customer may, upon such termination and written notice to BASC and [Investor], purchase the Site Equipment at the Option Price, pursuant to the procedures set forth in *Section 6*. If Customer decides not to purchase the Site Equipment or fails to notify BASC of its intention to purchase upon termination, BASC shall remove the Site Equipment in accordance with the procedures set forth in *Section 9*. No Early Termination Fee is due in the event that Customer exercises its right to terminate this Agreement as a result of a BASC Default. Upon the occurrence of a BASC Default, Customer agrees to accept any cure performed by [Investor] to the same extent as if performed by BASC. Without limiting the foregoing, if, in Purchaser's commercially reasonable judgment, BASC's operations or the Site Equipment cause any immediate threat to health or safety, Customer shall have the right but not the obligation to remedy the condition. In such event, BASC shall reimburse Customer for all documented and commercially reasonable out-of-pocket expenses incurred by Customer in connection therewith within 10 days after written notice, which notice shall be accompanied by invoices or other reasonable evidence of Customer's costs.

C. Customer Defaults. The occurrence of any of the following shall be considered a "Customer Default":

- i. Customer's action or inaction results in damage, modification, tampering, sunlight blockage, or other interference with the proper operation of the Site Equipment, to an extent that materially reduces its output of electricity, and such interference continues uncured for a period of 30 days following notice thereof;

- ii. Customer materially breaches any obligation under this Agreement and such default continues un-remedied for a period of 30 days following written notice thereof; provided, that if such breach cannot be remedied within such 30 day period, and Customer diligently commences and prosecutes such cure, Customer shall be afforded an additional 60 days in which to cure such breach;

- iii. Customer fails to pay any Energy Fee or any amount due under this Agreement by its Due Date, and such failure continues for a period of 30 days following notice thereof;

- iv. Customer sells the Building or assigns this Agreement in violation of *Section 1.K*;

- v. A Voluntary Bankruptcy Event with respect to Customer; or

- vi. An Involuntary Bankruptcy Event with respect to Customer.

D. **BASC's Remedies.** Upon the occurrence of any Customer Default, including the applicable cure period set forth above, if any, BASC may terminate its obligations to Customer under this Agreement immediately upon written notice to Customer. Within 30 days of such termination, Customer shall pay to BASC, in accordance with *Section 2.C*, a "**Default Termination Fee**" equal to the sum of:

i. the product of (a) the average amount of the monthly Energy Fees for the 12-month period preceding the date of BASC's termination, payable to BASC in accordance with *Section 2.C*, and (b) the number of months remaining in the Term; and

ii. if such termination occurs less than 5 years and 90 days after the Commissioning Date, the amount lost or owed by BASC and/or the owner of the Site Equipment as a claw back or repayment of the corresponding Environmental Attributes and Tax Attributes, including penalties and interest thereon.

In addition to receiving the Default Termination Fee, BASC may, in its sole and absolute discretion, offer to Customer the option to purchase the Site Equipment for the Option Price, in accordance with *Section 6*. Upon payment of the Default Termination Fee, Customer's obligation to make payments under *Section 2* hereto shall terminate.

9. Disposition of Site Equipment.

A. **Removal.** Within 60 days after the expiration of the Term or early termination of this Agreement, provided that Customer is not purchasing the Site Equipment at the Option Price pursuant to *Section 6*, BASC may, upon reasonable advance notice to Customer, remove all Site Equipment from the Building and repair any damage caused in connection therewith, reasonable wear and tear excepted.

B. **Transfer to Customer.** After 60 days following the expiration of the Term or early termination of this Agreement, if BASC has failed to exercise its right to remove the Site Equipment as provided above, at BASC's option, BASC shall transfer all right, title and interest to the Site Equipment to Customer within 45 days thereafter, including all benefits and responsibilities associated therewith, and Customer shall accept all such right, title and interest to such Site Equipment.

10. Customer Covenants. Customer shall at all times during the Term of this Agreement:

A. not damage, modify, adjust, tamper with, or otherwise interfere with the proper operation of the Site Equipment; to the extent Customer's breach of such obligation reduces the electricity production of the Site Equipment or its measurement, BASC may adjust the Energy Fees accordingly, upon written notice to Customer;

B. promptly notify BASC of any damage to or interference with the Site Equipment that could reasonably be expected to adversely affect the Site Equipment;

C. supply electrical utilities to the Site Equipment, unless otherwise agreed to in writing;

D. provide access to the Property and the Building for BASC and its agents (including lenders and investors) at all reasonable times for the purposes of installation and maintenance of the Site Equipment;

E. not cause or allow any liens on the Site Equipment; Customer shall promptly notify BASC in writing of any breach of this obligation, and cause such lien to be discharged and released, and shall indemnify BASC against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing any such liens;

F. provide BASC with internet connections to allow BASC to access the Site Equipment for monitoring purposes; if Customer cannot supply BASC with internet connections, \$100 will be added to Customer's Invoice for each such month to cover the cost to BASC for cellular internet connections; and

G. not take any action, directly or indirectly, including erecting any buildings or structures that would reduce the amount of solar radiation reaching the Site Equipment, and shall prevent trees and any other flora on the Site from reducing solar radiation reaching the Site Equipment and shall cut, trim or prune or relocate any such trees or other flora on the Site as reasonably requested by BASC.

11. BASC Covenants. BASC shall at all times during this Term of this Agreement:

A. maintain, operate, monitor, and repair the Site Equipment to ensure the proper production and delivery of electricity to Customer's Building, including checking the accuracy of the Meter, and including, upon Customer request, a site visit within the final 30 days of the Term for purposes of this *Section 11.A*;

B. ensure that the Site Equipment does not damage the Building, void the Customer's roof warranty (if any), or pose any danger to Building workers or residents;

C. avoid any activities that would cause excessive noise or any other objectionable conditions within the Building or in the surrounding neighborhood;

D. carry and cause its contractors to carry the insurance coverage set forth in **Exhibit D**, and shall maintain such coverage for two years following the expiration of the Term;

E. not create or allow to be created, and shall promptly discharge, any lien upon the Building or the Property; to the extent a lien is filed by one of BASC's subcontractors, BASC shall arrange for the removal of any such lien at no cost to Customer within 60 days after receiving notice of the filing thereof, and shall defend and indemnify Customer against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing any such lien;

F. provide services for the Customer as set forth in this Agreement in a manner consistent with locally accepted standards for professional skill and care in the power generation industry, in general, and the solar generation industry, in particular;

G. at all times comply with all Applicable Law in connection with its performance of its obligations under this Agreement, including without limitation the design, installation, ownership, operation and maintenance of the Site Equipment, and its use of relevant areas of the Site;

H. use commercially reasonable efforts to secure and maintain, at BASC's sole cost and expense, all Governmental Approvals, approvals from the Local Electric Utility, and other agreements and consents necessary to enable BASC to install and operate the Site Equipment and provide electricity to the Customer in accordance with this Agreement; provided, that Customer shall cooperate with BASC in the foregoing and provide BASC with all necessary information and assistance reasonably required (including data concerning the Site). At Customer's request, BASC shall deliver copies of all Governmental Approvals obtained in accordance with this *Section 11.H* to Customer; and

I. not permit any releases of Hazardous Materials at the Property, other than in compliance with all Environmental Laws.

12. Limitation of Liability.

A. **Liability Cap.** Each Party's aggregate liability with respect to claims for personal injury or damage to real or personal property, or otherwise permitted under *Section 12.0* below, arising with respect to this Agreement, whether in contract, tort or otherwise, shall in no event exceed \$3,000,000 in the aggregate. The liability of Renewal under this Agreement shall not be affected by the insurance limitations set forth in **Exhibit D**.

B. **No Consequential Damages.** Except as expressly set forth in this Agreement, neither Party shall be liable for any loss of data, loss of business profits, business interruption, or other special, incidental consequential, punitive or indirect damages arising from or in relation to this Agreement or the use of the Site Equipment, however caused and regardless of theory of liability. The foregoing provision shall not apply (i) to incidental, consequential, special, punitive or indirect damages attributable to third party claims, or (ii) to any such damages attributable to gross negligence or willful misconduct.

C. **Warranty Disclaimer.** Except as expressly set forth in this Agreement, the Site Equipment and Site Equipment Operations provided by BASC herein shall be "as is" and "where is." No other warranty to Customer or any other person, whether express, implied or statutory, is made as to the installation, design, description, quality, merchantability, non-infringement, completeness, useful life, future economic viability, or fitness for a particular purpose of the Site Equipment or Site Equipment Operations or any other matter, all of which are expressly disclaimed by BASC.

13. Indemnification.

A. **Mutual Indemnity.** Each Party shall indemnify, defend and hold harmless the other Party and the owner of the Site Equipment, and any of their successors and assigns, officers, directors, and employees (the "**Indemnitees**") from and against any and all damages, claims, legal fees, or other losses,

including lost Energy Fees, incurred by such Indemnitees, to the extent such losses result from any breach of this Agreement, negligence, or willful misconduct by the indemnifying Party or its employees, contractors, guests, invitees, residents, or other agents. BASC further indemnifies Customer and its successors and assigns, officers, directors, and employees from and against any and all damages, claims, legal fees, or other losses to the extent such losses result from a claim brought by a third party arising from the installation, operation, maintenance, monitoring, modification and removal of the Site Equipment, except to the extent caused by the negligence or willful misconduct of Customer or its employees, contractors, guests, invitees, residents, or other agents.

B. **Survival.** The obligations of the Parties set forth in this *Section 13* shall be subject to the limitations of *Section 12* and shall survive any termination of this Agreement for a period of five years. The indemnified Party under this *Section 13* shall give the indemnifying Party prompt written notice of any such damage or claim hereunder.

14. Personal Property Status of Site Equipment.

A. **BASC's Personal Property.** Throughout the Term, the Site Equipment shall remain the personal property of BASC or its successors or assigns, and not Customer, and shall not as a matter of law be deemed a part of, or fixture to, the Property. The Site Equipment shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Customer covenants that it will use its best efforts to place all parties having an interest in or lien upon the real property comprising the Property on notice of the ownership of the Site Equipment and the legal status or classification of the Site Equipment as personal property. If there is any mortgage or fixture filing against the Property which could reasonably be construed as prospectively attaching to the Site Equipment as a fixture of the premises, Customer shall use reasonable efforts to obtain and provide to BASC a disclaimer or release from the lienholder. Customer consents to BASC's filing of a disclaimer of the Site Equipment as a fixture of the Property in the office where real estate records are customarily filed in the jurisdiction where the Property is located; provided, however, that such filing shall be subject to Customer's prior review and approval, such approval not to be unreasonably withheld.

B. **Applicable Solar Program Incentives.** Throughout the Term, BASC shall receive all payments available under any Applicable Solar Program now in effect, or that becomes effective. Customer shall provide reasonable assistance to BASC in preparing all applications and other documents necessary for BASC to receive such payments, including designating BASC as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to BASC. If Customer receives any payments under the Applicable Solar Program or other programs in respect of the Site Equipment, it shall promptly pay them over to BASC. Customer's obligation to make any payments to BASC under this paragraph B is limited to any payments actually received by Customer.

C. **Environmental Attributes.** Throughout the Term, BASC shall be the owner of any Environmental Attributes which may arise as a result of the operation of the Site Equipment and shall be entitled to transfer such Environmental Attributes to any person. Customer shall provide reasonable assistance to BASC in preparing all documents necessary for BASC to receive such Environmental

Attributes, and if Customer is deemed to be the owner of any such Environmental Attributes, Customer shall assign the same (or the proceeds thereof) to BASC. If Customer receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to BASC.

D. **Ownership of Tax Attributes.** Throughout the Term, BASC shall be the owner of any Tax Attributes that may arise as a result of the operation of the Site Equipment and shall be entitled to transfer such Tax Attributes to any person. Customer shall provide reasonable assistance to BASC in preparing all documents necessary for BASC to receive such Tax Attributes, and if Customer is deemed to be the owner of any such Tax Attributes, Customer shall assign the same (or the proceeds thereof) to BASC. If Customer receives any payments in respect of such Tax Attributes, it shall promptly pay them over to BASC.

E. **Capacity & Ancillary Services.** BASC shall be entitled to receive any payments for electric capacity or ancillary services that may become available in the future as a result of the construction or operation of the Site Equipment. Customer shall provide reasonable assistance to BASC in preparing all documents necessary for BASC to receive such payments, and if Customer is deemed to be the owner or provider of such capacity or services, Customer shall assign the same to BASC. If Customer receives any payments in respect of capacity or such services it shall promptly pay them over to BASC.

F. **BASC's Right to Transfer.** BASC shall have the unrestricted right and power to transfer title and ownership to the Site Equipment and all of such rights, provided that, in the event of such transfer, BASC shall enter into an agreement with the transferee to perform Site Equipment Operations in accordance with this Agreement and any such transfer shall be subject to Customer's right to purchase the Site Equipment as provided herein.

G. **Customer's Real Property.** Throughout the duration of this Agreement, Customer shall be the legal and beneficial owner of the Property at all times, and the Property shall remain the property of Customer and shall not be deemed a part of the Site Equipment. BASC may file a disclaimer of the Site Equipment as a fixture of the Property in the office where real estate records are customarily filed in [____], California to place all interested parties on notice of (i) the ownership of the Property by Customer and (ii) the ownership of the Site Equipment by BASC. If there is any mortgage or fixture filing against the Site Equipment which could reasonably be construed as prospectively attaching to the Property, other than the disclaimer filings consented to by Customer herein, BASC shall provide a disclaimer or release from the lienholder.

15. Miscellaneous.

A. **Force Majeure.** If either Party is prevented from performing any of its obligations under this Agreement due to any cause beyond the Party's reasonable control, including, without limitation, an act of God, natural disaster, fire, earthquake, flood, explosion, war, terrorism, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, utilities, or acts of vandals or hackers (a "**Force Majeure Event**"), the time for that Party's performance will be extended for the period of the delay or inability to perform due to such occurrence; *provided*, that such extension of

the time for a Party's performance shall not exceed thirty days without the consent of the other Party; and *provided further*, that Customer will not be excused from the payment of any sums of money owed by Customer to BASC due prior to the Force Majeure Event. Customer shall have no obligation to pay any Energy Fees under the formula set forth in *Section 2* during any time period in which BASC is unable to provide service to Customer.

B. Confidential Information. Any information, including, without limitation, business plans, strategies, financial information, proprietary, patented and/or technical information regarding the design, operation and maintenance of the Site Equipment, that the receiving Party knows or has reason to know (either because such information is marked or otherwise identified by the disclosing Party orally or in writing as confidential or proprietary, has commercial value, or because it is not generally known in the relevant trade or industry) is confidential information of the other Party and will remain the sole property of the disclosing Party. Each Party agrees that it will not disclose, use, modify, copy, reproduce or otherwise divulge such confidential information other than to fulfill its obligations under this Agreement. The prohibitions contained in this Section will not apply to information (a) lawfully known to or independently developed by the receiving Party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party. Neither Party will disclose to third parties, other than its agents and representatives on a need-to-know basis, the material financial terms of this Agreement or any addenda hereto without the prior written consent of the other Party, except either Party will be entitled to disclose (i) such terms to the extent required by law or applicable legal process; and (ii) the existence of this Agreement. Nothing in this Section shall limit the ability of either Party to enforce this Agreement or to secure financing; the terms of this Agreement may be disclosed to lenders and investors of either Party, as needed. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance.

C. Announcements. 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 this Agreement. No such publicity releases or other public statements shall be made by either Party without the prior written consent of the other Party.

D. Representations and Warranties. In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other 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, proceeding or investigation pending or, 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 Law. In addition, BASC represents and warrants that it has, or has access to, the requisite expertise and sufficient personnel and resources (including necessary supervision and support services) to perform its obligations under this Agreement. BASC guarantees and warrants to Customer that the installation and maintenance of the Site Equipment and the Site Equipment Operations will comply in all material respects with all Applicable Law, generally accepted practices of the power generation industry, in general, and the solar generation industry, in particular, and all Local Electric Utility rules, regulations and requirements as the same may be amended, updated or otherwise be applicable from time to time during the Term of this Agreement and any extension thereof.

E. **Fire or Casualty.** If a fire or other casualty affects the Site, Customer shall promptly notify BASC. In the event of a total or substantial destruction of the Property that does not result from the action or inaction of either Party, Customer's obligation to make payments under *Section 2* of this Agreement and BASC's obligations to Customer under this Agreement shall terminate, and neither Party shall have any further obligations under this Agreement, provided that BASC may remove the Site Equipment within 60 days thereafter. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Customer shall elect, within ninety (90) days of such event, whether it will restore the Property, which restoration will be at the sole expense of Customer. If Customer does not elect to restore the Property, then BASC shall not restore the Site Equipment and this Agreement will terminate. If Customer does elect to restore the Property, Customer shall provide notice of such election to BASC and BASC shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Site Equipment, subject to the Parties agreeing on a schedule for the restoration of the Property and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if BASC does not elect to restore the Site Equipment, BASC shall promptly remove any portions of the Site Equipment remaining on the Property at its sole expense, and this Agreement shall terminate. If BASC does elect to restore the Site Equipment, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this *Section 15.E*, (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the indemnity obligations under *Section A* shall continue to apply notwithstanding the termination of this Agreement.

F. **Condemnation.** If all or a substantial portion of the Property is taken or condemned for any public purpose, Customer's obligation to make payments under *Section 2* of this Agreement and BASC's obligations to Customer under this Agreement shall terminate, and neither Party shall have any further obligations under this Agreement, provided that BASC may remove the Site Equipment within 60 days thereafter. All proceeds from any taking or condemnation of the Property shall belong to and be paid to Customer; *provided*, that any portion of such proceeds that are directly attributable to the value of the Site Equipment shall belong to and be paid to BASC. In the event of termination of this Agreement pursuant to this *Section 15.F*, (i) the Parties shall not be released from any payment or other obligations arising

under this Agreement prior to the condemnation event; and (ii) the indemnity obligations under *Section A* shall continue to apply notwithstanding the termination of this Agreement.

G. **Damage Mitigation.** If any condition arises with respect to the Site Equipment that threatens to materially damage property or injure persons, Customer shall, subject to the Customer Default provisions in *Section C*, take all reasonable measures to mitigate such risks and stop such dangerous condition from causing damage to property or persons. Customer shall notify BASC immediately upon taking any such measures, and BASC shall repair the Site Equipment in accordance with *Section A*.

H. **Roof Repair.** In the event that Customer determines in its reasonable discretion that it must replace or repair the roof at the Site (other than in response to a fire or other casualty at the Property), BASC shall temporarily disassemble or remove all or such portions of the Site Equipment as may be necessary in its reasonable discretion to accommodate such roof repairs or replacement. During such time as the Site Equipment is partially or completely disconnected, Customer shall pay to BASC an amount equal to the Energy Fee that would have been due from Customer, based on BASC's reasonable and documented estimation of the electricity the Site Equipment would have produced during such period. In the event that the Customer requires BASC to temporarily disassemble or remove all or such portions of the Site Equipment pursuant to this *Section H* on more than one occasion during the Term, then on each subsequent occasion that Customer requires such disassembly or removal, within 30 days of BASC's delivery of an invoice for such disassembly or removal services, Customer shall pay to BASC the amount invoiced, which shall be charged on a time and materials basis and shall include BASC's reasonable margin for such services, and Customer shall provide at its sole cost and expense secure storage space for any portion of the Site Equipment disassembled or removed pursuant to this *Section H*. BASC agrees promptly to reinstall the Site Equipment in a manner that will not damage the roof or void the warranty of the new roof as repaired or installed. In no event shall Customer, or an agent, subcontractor or other party or affiliate of Customer, move, repair, disassemble or otherwise work on the Site Equipment without BASC's prior written permission. Unless necessary to effect the complete repair of the roof, the Site Equipment shall not be partially or completely disassembled under this *Section H* for longer than one period of sixty consecutive days during the Term. If, in connection with BASC's work at the Site pursuant to this *Section H*, Customer observes work at the Site that is performed in a manner that violates the terms of this Agreement or that Customer otherwise reasonably believes presents a threat to the safety of persons or the Site, BASC shall respond to Customer's reasonable requests to remedy such issues not later than 3 business days after receipt of written notice from the Customer and as promptly as possible thereafter, shall remedy any condition or cease any such practice identified by Customer in its written notice.

I. **Taxes.** Each Party shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of its property (i.e., in the case of the Customer, the Property; in the case of BASC, the Site Equipment).

J. **Notices.** Any notice required or permitted hereunder will be delivered by email or overnight courier (confirmation requested and received) and will be delivered to either Party at the following addresses:

If to BASC:

c/o BRIDGE Housing Corporation
600 California Street, Suite 900
San Francisco, CA 94108-2706
Attention: [_____]

With a copy to

Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Attention: Eric Herrmann

And a copy to:

[INVESTOR]

If to Customer:

[_____]
Attention: [_____]

Any such notice will be deemed delivered upon receipt.

K. **Assignment; Subcontracting.** Customer may not assign this Agreement, in whole or in part, either voluntarily or by operation of law, without the prior written consent of BASC, such consent not to be unreasonably withheld; *provided* that Customer may, upon 30 days prior written notice to BASC, mortgage, pledge or otherwise collaterally assign its interests in this Agreement to any of its lenders or investors, or assign its interests in this Agreement to a third party purchaser of the Building. BASC may assign this Agreement, in whole or in part, without the prior written consent of Customer; *provided* that if, BASC ceases to provide operational and maintenance services hereunder as a result of such assignment, the assignee shall notify Customer thereof within 60 days thereafter. This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns, and does not confer any rights or remedies on any other person or entity. BASC in its discretion may elect to use subcontractors in performing any of its obligations hereunder and performance of any obligation of BASC by any such subcontractor in accordance with the terms of this Agreement shall satisfy such obligation.

L. **Governing Law.** This Agreement will be construed in accordance with the laws of the State of California, without regard to its choice-of-law rules.

M. **Termination Fees Not a Penalty.** Customer acknowledges that the termination fees provided herein constitute liquidated damages, and not penalties, in lieu of BASC's actual damages resulting from the early termination of this Agreement. Customer further acknowledges that BASC's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Customer's rights and obligations under this Agreement, the termination fees constitute fair and reasonable damages to be borne by Customer in lieu of BASC's actual damages, and accordingly BASC shall have no further rights for damages against Customer.

N. **PDF Execution.** This Agreement may be executed and delivered in electronic portable document format (PDF).

O. **Interpretation.** 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 import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. 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.

P. **Agreement.** This Agreement constitutes the entire agreement between BASC and Customer with respect to the subject matter hereof and all prior agreements, representations, and statements with respect to such subject matter are superseded hereby. This Agreement may be changed only by written agreement signed by both BASC and Customer. No failure of either Party to exercise or enforce any of its rights under this Agreement will act as a general waiver or a waiver of subsequent breaches and the waiver of any breach will not act as a waiver of subsequent breaches. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The Parties further agree that in the event such provision is an essential part of this Agreement, the Parties will begin negotiations for a replacement provision. This Agreement will not be construed as creating or constituting a partnership, joint venture, or agency relationship between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other Party's prior written consent. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

16. Defined Terms. The following terms when used in this Agreement shall have the following meanings:

- i. “**Access Rights**” is defined in *Section 3*.
- ii. “**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 50% of the beneficial equity interest in another Person.
- iii. “**Applicable Law**” means, with respect to any Person, any constitutional provision, law, including without limitation any Environmental Laws, 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.
- iv. “**Applicable Solar Program**” means any program not otherwise specifically identified in this Agreement that provides financial benefits or other incentives for the construction and operation of renewable energy systems.
- v. “**BASC**” is defined in the preamble.
- vi. “**BASC Default**” is defined in *Section A*.
- vii. “**Building**” means the building or buildings located upon the Property.
- viii. “**Business Day**” means any day other than Saturday, Sunday or any other day on which banking institutions in the State of California are required or authorized by Applicable Law to be closed for business.
- ix. “**Change Order**” is defined in *Section F*.
- x. “**Combined Rate**” is defined in **Exhibit C**.
- xi. “**Commissioning Date**” is defined in *Section G*.
- xii. “**Customer**” is defined in the preamble.
- xiii. “**Customer Default**” is defined in *Section C*.
- xiv. “**Default Termination Fee**” is defined in *Section D*.

xv. “**Delivery Point**” means the connection between the solar electric system and the host site’s electrical system, the location of which will be described specifically in the Final Design.

xvi. “**Development Task**” is defined in *Section C*.

xvii. “**Due Date**” is defined in *Section 2.C*.

xviii. “**Early Termination Date**” is defined in *Section 7*.

xix. “**Early Termination Fee**” is defined in *Section 7*.

xx. “**Electric Service Provider**” means any person, including the Local Electric Utility, authorized by the State of California to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

xxi. “**Energy Fee**” is defined in *Section 2.C*.

xxii. “**Energy Rate**” is defined in *Section 2.B*.

xxiii. “**Environmental Attributes**” means Solar Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Site Equipment and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

xxiv. “**Environmental Laws**” means all federal, state, local and regional laws, statutes, ordinances, orders, rules and regulations relating to the protection of human health or the environment including, without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1804, et seq., the Safe Drinking Water Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, and any other applicable federal, state or local law now in force or hereafter enacted relating to waste disposal or environmental protection with respect to hazardous, toxic, or other substances generated, produced, leaked, released, spilled or disposed of at or from the Property, as any of the same may be amended or supplemented from time to time, and any regulation promulgated pursuant thereto.

xxv. “**Fair Market Value**” is defined in *Section B*.

xxvi. “**Final Design**” is defined in *Section B*.

xxvii. “**Force Majeure Event**” is defined in *Section A*.

xxviii. “**Governmental Approval**” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority having jurisdiction over the matter in question.

xxix. “**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.

xxx. “**Hazardous Materials**” means without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous substances, toxic substances, pollutants, contaminants, radon, asbestos, lead or lead based paint, oil and petroleum products and their by-products, polychlorinated biphenyls or related materials, and mold, dangerous fungi, bacterial or microbial matter contamination or pathogenic organisms that reproduce through the release of spores or the splitting of cells, as those terms may be used or defined in any Environmental Law.

xxxi. “**Initial Term**” is defined in *Section 5*.

xxxii. “**Installer**” is defined in *Section C*.

xxxiii. “**Interest Rate**” is defined in *Section 2.C*.

xxxiv. “**Investor**” means [_____].

xxxv. “**Invoice**” is defined in *Section 2.C*.

xxxvi. “**Involuntary Bankruptcy Event**” means, with respect to a Party, a proceeding or case is commenced against such Party without its application or consent in any court of competent jurisdiction seeking: (i) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case shall continue undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of 120 or more days.

xxxvii. “**Local Electric Utility**” means the local electric distribution owner and operator that under the laws of the State of California is responsible for providing electric distribution and interconnection services to the Customer at the Site, which as of the Effective Date is [_____].

xxxviii. “**Meter**” means a set of one or more instruments meeting applicable electric industry standards, [including ANSI C12-20 standards for meter accuracy], installed and owned by BASC, to measure and record the volume and other relevant delivery characteristics of electrical energy produced by the Site Equipment.

xxxix. “**Option Price**” is defined in *Section B*.

xl. “**Party**” or “**Parties**” means each of BASC and Customer, individually or collectively.

xli. “**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.

xlii. “**Property**” means the real property known as [_____] and located in [_____] , California, more particularly identified on **Exhibit A**.

xliii. “**Proposed Design**” is defined in *Section B*.

xliv. “**Purchase Closing Date**” is defined in *Section C*.

xlv. “**Renewal Term**” is defined in *Section 5*.

xlvi. “**Solar Energy Certificate**” or “**REC**” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy project.

xlvii. “**Site**” means the areas of the Property upon which the Site Equipment shall be located, in accordance with the Final Design.

xlviii. “**Site Equipment**” means the integrated system for the generation of electricity from solar energy using photovoltaic panels and associated equipment to be installed at the Building up to, but not including, the Delivery Points, including the Meter, as described in overview form in **Exhibit B**, and as will be described more specifically in the Final Design.

xlix. “**Site Equipment Operations**” is defined in *Section I.B*.

l. “**Tax Attributes**” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Site Equipment or the output generated by the Site Equipment (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

li. “**Term**” is defined in *Section 5*.

lii. “**Voluntary Bankruptcy Event**” means, with respect to a Party, the occurrence of one or more of the following where such Party: (A) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become

due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; (G) takes any action for the purpose of effecting any of the foregoing.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

BASC:

BRIDGE Aggregate Solar Company LLC,
A California limited liability company

By: BASC Manager LLC,
A California limited liability company,
Its manager

By: BRIDGE Housing Corporation,
A California nonprofit corporation,
Its manager

By: _____
Name: _____
Its: _____

CUSTOMER:

[Customer signature block]

By: _____
Name: _____
Its: _____

2.

Exhibit A
Legal Description of the Property

Exhibit B
Description of the Site and the Site Equipment

The Site Equipment is a ____ kW solar photovoltaic system using _____ (the “**PV Panels**”) and associated equipment. The PV Panels are anticipated to be installed on the roof of the Building in approximately the locations shown below. Technical specifications for the PV Panels are attached.

3.

Exhibit C
Energy Purchase Rates

Commencing on the Commissioning Date and for the twelve month period thereafter, the Energy Rate shall be an amount per kilowatt hour equal to [_____] % of the “Combined Rate” in effect as of [January 1, 2018]. The “**Combined Rate**” is defined as the combined rate per kilowatt hour charged by the Local Electric Utility for generation, distribution, and transmission of electricity to the Building, adjusted for any applicable generation related credits or discounts, and assuming the Property uses electricity in such amounts and at such times of day as are consistent with the Property’s historical electricity usage data during the period commencing on [April 1, 2017 and ending April 1, 2018]. Throughout the Initial Term and each Renewal Term, the Energy Rate will increase by two percent 2% on each anniversary of the Commissioning Date.

The Combined Rate in effect as of [January 1, 2018] was \$0.[_____] per kilowatt hour. Accordingly, on the Commissioning Date and for the twelve month period thereafter the Energy Rate will be \$0.[_____] per kilowatt hour.

4.

Exhibit D
Required Insurance Coverage

BASC shall comply with the insurance requirements in this Exhibit B and shall furnish the Customer with a certificate of insurance prior to commencement of Work under this contract as evidence of the following insurance obtained at BASC's expense, applicable to all operations under the Contract. Coverage shall be subject to Customer's approval and shall be written with companies authorized to do business in the state in which the project is located with a minimum AM Best's Rating of "A- VII" or better and acceptable to Customer (however, worker's compensation insurance provided by the California State Compensation Insurance Fund shall be permitted), and shall be provided for the coverages and minimum amounts described below:

- A. Worker's Compensation Insurance as required by statute and Employer's Liability with limits not less than \$1,000,000 for bodily injury by each accident; and \$1,000,000 bodily injury by disease-policy limit; and \$1,000,000 bodily injury by disease each employee. A waiver of subrogation endorsement naming Customer, BRIDGE Housing Corporation and BRIDGE Property Management Company shall be provided.

- B. Commercial General Liability insurance as provided under the Insurance Services Office form CG 00 01 or equivalent, without restriction for explosion, collapse, and underground property damage hazards, and shall provide at least the following:
 - 1. Contractual Liability
 - 2. Products & Completed Operations
 - 3. Employees as Insureds
 - 4. No restriction for subsidence
 - 5. Personal Injury Liability
 - 6. The minimum limits of liability shall be:
 - \$5,000,000 Per Occurrence, Bodily Injury & Property Damage
 - \$5,000,000 Per Occurrence, Personal & Advertising Injury
 - \$5,000,000 General Aggregate (Other Than Completed Operations)
 - \$5,000,000 Products & Completed Operations Aggregate
 - 7. The use of an Umbrella/Excess Liability policy(ies) to achieve the limits required above is acceptable.
 - 8. Liability Insurance shall be written to cover all claims incurred during the term of this Contract or out of any work performed pursuant to the Contract, regardless of when such claim shall be first made against Customer and/or BASC. Claims-Made coverage forms are not acceptable for the Commercial General Liability coverage requirement herein.
 - 9. Products and Completed Operations Insurance shall be maintained for the statutory period applying to claims arising out of the Work and, at a minimum, for period of two (2) years

after Substantial Completion. BASC shall continue to furnish evidence of such coverage to Customer on an annual basis during the aforementioned period.

- C. Comprehensive Automobile Liability Insurance including coverage for all owned, hired and non-owned automobiles, trucks, trailers and semi-trailers, including but not limited to machinery or apparatus attached thereto, with limits not less than the following:

\$5,000,000 Per occurrence, Bodily Injury and Property Damage Liability.

- D. Contractors Pollution Liability insurance covering claims for bodily injury, property damage, clean-up costs and legal defense costs resulting from the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant, contaminant or pollutant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, mold, fungus, spores or other microbial matter in connection with BASC's operations or the operations of any party for whom BASC is legally liable. If the Permitted Work involves lead-based paint or asbestos identification/remediation, then such insurance shall not contain lead-based paint or asbestos exclusions. Such insurance shall be maintained for the duration of the Permitted Work. Coverage shall include the following:

1. Limit of not less than \$1,000,000 per claim; \$2,000,000 annual aggregate;
2. Coverage shall be maintained for the statutory period applying to claims arising out of the Work and, at a minimum, for period of two (2) years after Substantial Completion.

- E. Additional Insured. The Customer, BRIDGE Housing Corporation, BRIDGE Property Management Company, and their respective directors, officers, employees and agents shall be included as additional insureds under the Commercial General Liability, Contractor's Pollution Liability and Commercial Auto Liability policies carried by the BASC for ongoing and completed operations. The additional insured coverage shall not include any special limitations on the scope of protection afforded to Customer or any of the other additional insureds. The Customer shall be provided with copies of the endorsements to the policies confirming such inclusion as additional insured.

- F. Primary & Non-Contributory. All policies carried by BASC shall be endorsed to state their coverage shall apply on a primary basis, with any insurance carried by the Customer and/or BRIDGE Housing Corporation being excess and not contributing.

- G. Waiver of Subrogation. All policies required of BASC shall be endorsed to provide a waiver of subrogation endorsement naming Customer, BRIDGE Housing Corporation, BRIDGE Property Management Company and their respective directors, officers, employees and agents. A copy of such endorsement shall be provided to Customer.

- H. Entire amount of any Deductible and/or Self-Insured Retention under any policy required of or carried by BASC shall be the responsibility of and paid by BASC.

- I. The certificate of insurance furnished to the Customer by the BASC shall state that the Commercial General Liability, Automobile Liability and Workers' Compensation policies shall not be canceled

or coverage reduced. The BASC's policies shall be endorsed to specifically recognize this obligation to provide written notice and the Customer shall be provided with a copy of this endorsement to accompany the certificate.

- J. SUBCONTRACTOR REQUIREMENTS. The BASC shall require that all Subcontractors secure and maintain at their own expense, insurance coverage applicable to all operations under the Contract, and shall provide for the coverages and minimum amounts described as follows:
1. Worker's Compensation Insurance as required by statute and Employer's Liability with limits not less than \$1,000,000 for bodily injury by each accident; and \$1,000,000 each employee; and \$1,000,000 policy limit for bodily injury by disease. A waiver of subrogation endorsement, naming Customer, BRIDGE Housing Corporation and BRIDGE Property Management Company shall be provided.
 2. Commercial General Liability insurance as provided under the Insurance Services Office form CG 00 01 or equivalent, without restriction for explosion, collapse and underground property, and shall provide the following:
 - i. Contractual Liability
 - ii. Products & Completed Operations
 - iii. Employees as Insureds
 - iv. No restriction for subsidence
 - v. Personal Injury Liability
 - vi. The minimum limits of liability shall be:

\$1,000,000	Per Occurrence, Bodily Injury & Property Damage
\$1,000,000	Per Occurrence, Personal & Advertising Injury
\$1,000,000	General Aggregate (Other Than Completed Operations)
\$1,000,000	Products & Completed Operations Aggregate
 - vii. Products and Completed Operations Insurance shall be maintained for the statutory period applying to claims arising out of the Work and, at a minimum, for period of ten (10) years after Substantial Completion. Subcontractors shall continue to furnish evidence of such coverage to Customer on an annual basis during the aforementioned period.
 - viii. Coverage is to be written to cover all claims incurred during the term of this Contract or out of any work performed pursuant to the Contract, regardless of when such claim shall be first made against Customer, BASC or Subcontractor. Claims-Made coverage forms are not acceptable for the Commercial General Liability coverage requirement herein.

3. Commercial Automobile Liability Insurance, including coverage for all owned, hired and non-owned automobiles, trucks, trailers and semi-trailers, including but not limited to machinery or apparatus attached thereto, with limits not less than the following:

\$1,000,000 Per Occurrence, Bodily Injury & Property Damage Liability

4. Additional Insured. With the exception of Workers' Compensation insurance, each policy shall be endorsed to include the Customer, BRIDGE Housing Corporation, BRIDGE Property Management Company and their respective directors, officers, employees, agents as additional insureds for ongoing and completed operations coverage. The additional insured coverage shall not include any special limitations on the scope of protection afforded to Customer or any of the other additional insureds.
 5. Primary & Non-Contributory. All policies carried by Subcontractors shall be endorsed to state their coverage shall apply on a primary basis, with any insurance carried by the Customer, BRIDGE Housing Corporation and/or BRIDGE Property Management Company being excess and not contributing.
 6. Waiver of Subrogation. All policies required of Subcontractors shall be endorsed to provide a waiver of subrogation endorsement naming Customer, BRIDGE Housing Corporation, BRIDGE Property Management Company and their respective directors, officers, employees and agents. A copy of such endorsement shall be provided to Customer.
 7. All policies of insurance required of the Subcontractor shall be endorsed to state that the insurer will provide the Customer and the BASC with a thirty (30) day notice of cancellation or non-renewal. Prior to the time of commencement of the subcontract, Subcontractor shall be required to deliver to the BASC certificates providing evidence of the insurance required under this provision, along with copies of the endorsements required above.
 8. Entire amount of any Deductible and/or Self-Insured Retention under any policy required of or carried by Subcontractors shall be the responsibility of and paid for by Subcontractors.
- K. Pollution – Automobile. If BASC or its subcontractors haul hazardous waste, they must carry Automobile Liability insurance with at least \$2,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles and include MCS 90 or CA 9948, or equivalent. Owner, BRIDGE Housing Corporation and BRIDGE Property Management Company must be named as additional insured on this coverage.