

POWER PURCHASE & SITE LEASE AGREEMENT

This Power Provider, Power Purchase, and Site Lease Agreement (this "Agreement") dated as of the 28TH day of December, 2018, is made by and between, **Solar KADI, LLC** located at 10 NW Shelter Lake Drive Lawton, OK 73505, "**Power Provider**" and Aryan Kadivar, M.D., P.C. located at Elgin West Medical Office 6560 U.S. Highway 277, Elgin OK, 73538 "**Purchaser**", Dedicated Medical Professionals, LLC located at 5401 Daun Drive, Lawton OK, 73504, "**Landlord**". Power Provider, Purchaser and Landlord may be referred to hereinafter individually as "Party," or collectively as "Parties."

RECITALS

WHEREAS, Landlord is the owner of all of the real property described on Exhibit "A" to this Agreement (the "Property");

WHEREAS, Power Provider desires to lease the Leased Premises described on Exhibit "A" from Landlord and to construct, install, maintain and operate an electricity grid-connected photovoltaic, solar power plant as described in this Agreement and the Exhibits hereto (the "Generating Facility") on the Leased Premises; and

WHEREAS, Power Provider shall provide all necessary engineering, materials, equipment and construction, management and operation services for the construction, installation, operation and management, "O&M" of the Generating Facility; and

WHEREAS, Purchaser desires to purchase from Power Provider the energy output of the Generating Facility, and Power Provider desires to sell to Purchaser the energy output of the Generating Facility; and

WHEREAS, the Parties desire that unless otherwise elected by Power Provider that this Agreement shall be characterized for income tax purposes as a services contract under Section 7701(e) of the Internal Revenue Code of 1986 and not a lease.

AGREEMENT

NOW THEREFORE, in consideration of the agreements, promises, and mutual benefits from the covenants hereinafter set forth, Power Provider, Purchaser & Landlord agree as follows:

1. **Definitions.** The terms described below shall have the following meanings in this agreement:

(a) "Access Property" has the meaning given in Section 2(a).

(b) "Commercial Operation" means an event that is deemed to occur when the Generating Facility is (i) mechanically complete and operating and (ii) energy is delivered through the Generating Facility's meter and to the Site's electrical system under an approved and executed Utility interconnection agreement.

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- (c) “Commercial Operation Date” means the date on which the Generating Facility has achieved Commercial Operation.
- (d) “Energy Delivery Point” means the energy delivery point within the Site’s electrical system on Purchaser’s side of the Site’s Utility meter, as designated in the Utility interconnection agreement described in Section 1(b).
- (e) “Energy Output” means the total quantity of all actual net energy generated by the Generating Facility (measured in kWhac) and delivered in accordance with Section 11 hereof to the Energy Delivery Point, in any given period of time. Energy Output does not include the Environmental Incentives.
- (f) “Environmental Attributes” means the characteristics of electric power generation at the Generating Facility that have intrinsic value, separate and apart from the Energy Output, arising from the perceived environmental benefits of the Generating Facility of the Energy Output, including but not limited to all environmental and other attributes that differentiate the Generating Facility or the Energy Output from energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the Generating Facility that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the Generating Facility or the compliance of the Generating Facility or the Energy Output with the law, rules and standards of the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early action” with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes and Reporting Rights; and other attributes accruing by virtue of similar or related factors.
- (g) “Environmental Incentives” means all rights, credits (including tax credits), rebates, benefits, reductions, offsets, incentives, allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the Generating Facility or the Energy Output or otherwise from the development or installation of the Generating Facility or the production, sale, purchase, consumption or use of the Energy Output. Without limiting the foregoing, “Environmental Incentives” includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under the Self-Generation Incentive Program, the

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Emerging Renewable Program or other incentive programs offered by the State of Texas and the right to claim federal income tax credits under Sections 45 and/or 48 of the Internal Revenue Code as well as all other federal, state or local tax incentives or credits of any and every kind or nature.

- (h) "Force Majeure" has the meaning given to it Section 21.
- (i) "Generating Facility" means the electric power generation equipment, controls, meters, switches, connections, conduit, wires and other equipment connected to the Energy Delivery Point, installed by Power Provider for the purposes of providing electric power to Purchaser pursuant to this Agreement. The location and general description of the Generating Facility is set out on Exhibit "A" and the Site Plan attached to Exhibit "A."
- (j) "Monitoring" a device providing live PV system-related information via the Internet.
"kWp" means kilowatt rated power.
- (k) "kWac" means kilowatt alternating current.
- (l) "kWhac" means kilowatt-hour alternating current.
- (m) "Premises" means actual land designation where Generating Facility is constructed and "Leased Premises" shall refer to the Premises and the Access Property.
- (n) "Project" means the construction, installation and operation of the Generating Facility.
- (o) "Property" means the property as defined on Exhibit "A" and which includes the Premises and Access Property.
- (p) "PUC" means the Public Utilities Commission of Oklahoma.
- (q) "Supporting Rights" means the right of Power Provider to report to any federal, state, or local agency, authority or other party, including without limitation to any present or future domestic, international or foreign emissions trading program, that Power Provider owns all of the Environmental Attributes and the Environmental Incentives associated with the Energy Output, the Generating Facility and/or the Project.
- (r) "Site" refers to the location of the Generating Facility on the Leased Premises or at such other location agreed to by Power Provider and Purchaser.
- (s) "Term" has the meaning given in Section 8 "Term."

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(t) "Utility" means the electric distribution company responsible for electric energy transmission and distribution service at the Site

2. Lease

(a) Lease Grant. Landlord does hereby lease to Power Provider in accordance with the terms and conditions described in this Agreement, the real property described in Exhibit "A" attached hereto (individually and collectively referred to in this Agreement as the "Premises") to be used for the purposes of constructing, installing, maintaining and operating the Generating Facility. Landlord hereby also grants to Power Provider, for the entire Term of this Agreement, an unlimited right-of-way, roadway, and easement across and over Landlord's property for purposes of vehicular, equipment and pedestrian ingress, egress and access to the Premises and the Generating Facility (the "Access Property") for all purposes related to the construction, installation, maintenance, and operation of the Generating Facility. The Premises and Access Property shall collectively be referred to as the "Leased Property" and may be described in more detail on Exhibit "A" attached to and made a part of this Agreement for all pertinent purposes.

(b) Rents / Access Consideration. In addition to the other terms and conditions of this Agreement, Power Provider hereby covenants to pay Landlord, on or before the Commercial Operation Date, Pre-paid 20 year lease payment of **\$53,120 DOLLARS and 00/100** for the lease of the Premises and as consideration for the grants of non-exclusive rights of way, roadways and easements to and across the Access Property (collectively referred to herein as "Rent"). The Rent may be prepaid in part or in whole at any time without penalty of any kind.

3. Access to Premises

Landlord will make available to Power Provider, Power Provider's employees, agents, representatives, contractors, subcontractors, material suppliers, and others authorized by Power Provider ("Authorized Parties"), access to the Property and the Generating Facility for all purposes related to this Agreement. Notwithstanding anything to the contrary in this Agreement, Power Provider and all Authorized Parties shall be permitted access to the Property and the Generating Facility twenty-four (24) hours a day, seven (7) days a week for any and all purpose(s), as reasonably determined by Power Provider.

4. Installation, Operation, Maintenance and Ownership of the Generating Facility

(a) Landlord hereby consents to the installation of the Generating Facility on the Leased Premises, which may include, by way of example and not by way of limitation: solar panels, mounting substrates and/or supports, perimeter fire break ground cover, wiring and connections, power inverters, service equipment, metering equipment and Utility interconnections.

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- (b) Power Provider shall use commercially reasonable efforts to cause the installation of the Generating Facility to be completed and to begin Commercial Operation (the "Commercial Operation Date") **28th Day of December, 2018**
- (c) . It is expressly provided that in the event any of the grants, credits, financing, incentives, permits, utility rebates, funding letters, authorities, tax benefits and other benefits and agreements contemplated in this Agreement (including but not limited to all Environmental Attributes, Environmental Incentives and the Permits described in Section 4 (c) below - collectively referred to herein as the "Incentives") are not actually received, obtained, and/or approved and completed (as the case may be) within 12 month(s) beyond the Commercial Operation Date, (the "Commercial Operation Deadline") or such other date(s) as may be provided in this Agreement or otherwise agreed between Purchaser and Power Provider, then Power Provider shall have the option to terminate this Agreement by giving written notice to Purchaser. Obtaining all such Incentives shall be deemed a material condition precedent (inuring to the benefit of Power Provider) to any and all of Power Provider's obligations to perform under the terms of this Agreement. It is further agreed and understood by the Parties that any such termination shall not be a default under the terms of this Agreement and no liability or damages of any kind shall accrue against Power Provider as a result of Power Provider's exercise of its rights to terminate this Agreement as provided herein. Alternatively, in the event any condition precedent is not satisfied by the Commercial Operation Deadline, the Parties may mutually agree to amend or modify this Agreement and/or the Commercial Operation Date.
- (d) Power Provider shall construct the Generating Facility in a commercially reasonable manner and will be responsible for obtaining any governmental permits, licenses, certificates, approvals, variances and other entitlements necessary for the construction, installation and operation of the Generating Facility (collectively referred to herein as "Permits"). Purchaser shall cooperate with Power Provider and timely provide any approvals, consents and authorizations which Power Provider deems necessary, proper or desirable for the construction, installation, operation and maintenance of the Generating Facility. Purchaser also hereby expressly appoints Power Provider as its duly authorized and empowered agent and attorney-in-fact to execute and deliver any and all applications, consents, authorizations, and approvals on its behalf regarding any and all such Permits.
- (e) Title to the Generating Facility and all improvements placed on the Premises by Power Provider shall be owned and held by Power Provider. Purchaser owns no interest in the Generating Facility or the improvements placed on the Leased Premises by Power Provider. Subject to the other provisions of this Agreement, at the expiration of the Term, ownership of the Generating Facility and all improvements placed on the Premises by Power Provider may be purchased by Purchaser for its then current Fair Market Value in the manner and upon the terms and conditions of this Agreement. In the event Purchaser acquires ownership of the Generating

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Facility, Power Provider shall execute such instruments and documents as may be necessary to transfer title ownership of the Generating Facility to Purchaser. Except as otherwise expressly provided in this Agreement to the contrary, should this Agreement be terminated (for any reason) prior to the expiration of the Term, all of Generating Facility and the improvements placed on the Premises by Power Provider shall remain sole and exclusive property of Power Provider and may be removed by Power Provider. All grants of rights-of-way, roadways, and easements and accesses shall continue in effect for a period of at least one hundred eighty (180) days after termination of this Agreement to permit the removal of the Generating Facility and other improvements placed on the Premises by Power Provider.

- (f) Purchaser hereby expressly acknowledges and agrees that notwithstanding that the Generating Facility may be considered a fixture on the Property:
- (1) Purchaser shall have no ownership or other interest in the Generating Facility or any part thereof;
 - (2) Power Provider is the exclusive owner and operator of the Generating Facility to the exclusion of Purchaser;
 - (3) Purchaser hereby expressly waives, releases and relinquishes any and all rights, demands, claims and actions against Power Provider and the Generating Facility in any way related to, arising from or in connection with claims related to fixtures;
 - (4) Purchaser may not sell, transfer, lease, assign, mortgage, pledge or otherwise convey, alienate, hypothecate or encumber (collectively "Transfer") any interest in the Generating Facility (or any part thereof) to any purchaser, tenant or transferee of all or any portion of the Leased Property; and
 - (5) Purchaser shall give Power Provider at least fifteen (15) days written notice prior to any transfer of all or any portion of the Property, which notice shall identify the transferee, the portion of Property to be transferred, and the proposed date of transfer.

Purchaser & Landlord further agrees that this Agreement and the lease and access rights granted in this Agreement shall and hereby are made rights and covenants which run with the land and they shall survive any conveyance or transfer of the Property (or any part thereof) and shall be binding upon any transferee. It is further agreed that Purchaser & Landlord shall execute and deliver to Power Provider a written memorandum of this Agreement in a form acceptable to Power Provider which can be recorded and filed in the real property or other official public records of the county or counties in which the Property is located evidencing the grants and rights made in this Agreement and Power Provider rights to control the Generating Facility and the Leased Premises. Purchase hereby appoints Power Provider as its attorney in fact for purposes of executing, delivering and recording any such memoranda.

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- (g) Subject to any obligations and responsibilities of Purchaser herein, Power Provider shall be responsible for the installation, operation, repair and maintenance of the Generating Facility. Power Provider shall operate and maintain the Generating Facility in compliance with applicable laws, regulations and governmental permits. Power Provider shall also be responsible for any repairs to the Property to the extent directly caused by Power Provider, its employees, agents, contractors, subcontractors, licensees, invitees, and others acting on behalf of Power Provider. Power Provider shall bear the risks of loss with respect to the Generating Facility except for losses attributable to any actions, inactions or negligence by Purchaser, its agents, representatives, licensees, invitees, employees, contractors, and/or subcontractors and others acting on behalf of Purchaser ("Purchaser Acts"). Power Provider shall be relieved of any obligations regarding energy output guarantee(s) (if any) during any period of cessation or reduction of the energy output arising from, related to, or in connection with Purchaser Acts. Any such energy output guarantee(s) shall recommence upon assumption of normal operation of the Generating Facility. Neither Purchaser nor any party other claiming by or through Purchaser, nor any person or entity other than Power Provider or Power Provider's representatives, employees, agents and permitted assigns shall: (1) operate; (2) have the right to operate; or (3) be deemed to be operating; the Generating Facility for purposes of Section 7701(e)(4)(A)(i) of the Internal Revenue Code as may be amended or replaced from time to time.
- (h) The Generating Facility is targeted to have the combined generating capacity/rating described in this Agreement. Any such stated capacity/ratings are estimates and as such may not be exact and are subject to variance.
- (i) Purchaser shall use reasonable efforts to maintain and keep its properties which are not leased to Power Provider but which are adjacent to, or located in close proximity to the Leased Premises, in a reasonably neat and clean condition and in such manner as to not interfere with the Generating Facility's ability to efficiently produce electricity. By way of example and not by way of limitation, Purchaser shall not permit conditions to exist which block or reduce sunlight to the Generating Facility such as: (1) trees and other vegetation or structures of such a height or shape which shade, block, impair or reduce the amount of sunlight which reaches the Generating Facility; and (2) blowing dust and other particulates which degrade the power producing efficiency of the Generating Facility's solar panels.
- (j) If for any reason during the Term of this Agreement the Generating Facility must be moved to, or replaced at, an alternate location on the Property, any such alternate location shall be subject to the prior approval of both Power Provider and Landlord (which approvals shall not be unreasonably withheld). Upon such approval, the obligations of the Parties shall remain as set forth in this Agreement, provided, however, notwithstanding that the Generating Facility may be deemed a fixture on the Property, the Party requiring such

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movement or replacement shall be responsible for the costs and expenses arising from, in connection with, or related to such removal, relocation, replacement and/or reinstallation. If Purchaser requires such removal, relocation, replacement and/or reinstallation, Purchaser shall pay to Power Provider (in addition to other amounts set forth in this paragraph) a monthly payment (prorated as needed) equal to the average power purchase set forth in this Agreement for the preceding twelve (12) months, or however long the Generating Facility has been in Commercial Operation if less than twelve (12) months, for the period of time during which the Generating Facility is not in Commercial Operation due to such removal, relocation, replacement and/or reinstallation.

- (k) In addition, if temporary removal or shut down of the Generating Facility (or any part thereof) is required due to work on the Property unrelated to the Generating Facility, Purchaser / Landlord shall be responsible for all costs and expenses in connection or association with the removal, repair and reinstallation of same, and Power Provider may request and require any such costs and expenses to be paid in advance of performing any such work for the removal, repair and reinstallation of the Generating Facility. During any period while the Generating Facility is off-line (in part or in whole) in connection with such temporary removal, Purchaser / Landlord shall also pay Power Provider a monthly payment (prorated as needed) equal to the average power purchase set forth in this Agreement for the preceding twelve (12) months, or however long the Generating Facility has been in Commercial Operation if less than twelve (12) months.
- (l) Notwithstanding any other provisions of this Agreement, nor the Generating Facility's presence as a fixture on the Property, Purchaser shall not cause or permit any interference with the Generating Facility's location, operation, isolation and/or access to sunlight as the same is contemplated on the date of this Agreement and as it exists on the Commercial Operation Date.
- (m) Purchaser shall have the option to request Power Provider / Lessee to install additional electric power generation equipment to the Generating Facility; however, any such addition shall be separate and apart from this Project and shall require a separate agreement between the Parties which must be mutually agreed upon at the time of such request. In the event such request is made it is expressly agreed and understood that Purchaser / Landlord shall be responsible for any costs, fees, expenses, damages, and losses incurred by Power Provider arising from, occasioned by, related to, or in connection with the installation and operation of the additional electric power generation equipment.

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5. Publicity

The Parties share a common desire to generate favorable publicity regarding the Generating Facility and their association with it. The Parties agree that they may, from time-to-time, issue press releases regarding the Generating Facility and in such event each Party shall cooperate with the other regarding such releases. By way of example and not by way of limitation, a Party receiving a request for approval of a proposed press release shall review the proposed press release and provide its response to the submitting Party within four (4) business days after receipt. Each Party agrees that it shall not issue a press release regarding the Generating Facility without the prior consent of the other, and each Party agrees not to unduly or unreasonably withhold or delay any such consent. Purchaser / Landlord shall have the right to publicize that it is serving as a “solar host” for the Generating Facility and to display photographs of the Generating Facility in its advertising and promotional materials, provided that any such materials shall also identify Power Provider as the developer, owner and operator of the Generating Facility and shall otherwise be consistent with the provisions of this Agreement. On all signage at the Site, and in all publicly distributed materials and other public communications issued by either Party that refer to the Generating Facility by name, such name shall be followed by a statement to the effect that Power Provider owns and operates the Generating Facility. It is agreed that Power Provider may construct signage at the Site, subject to the prior approval of Purchaser, which approval shall not be unreasonably withheld or delayed. Purchaser shall use reasonable efforts to maintain and keep its properties which are not leased to Power Provider but which are adjacent to, or located in close proximity to the Leased Property, in a reasonably neat and clean condition and in such manner as to not reflect negatively upon the Generating Facility.

6. Purchase and Sale of Power / Fees.

Beginning on the Commercial Operation Date and continuing through the end of the Term of this Agreement, Purchaser shall purchase and accept delivery from Power Provider and Power Provider shall sell and deliver to Purchaser, the Energy Output produced by the Generating Facility. Purchaser shall not resell any of the Energy Output without the express prior written approval of Power Provider, which approval may be given or withheld in the sole and absolute discretion of Power Provider. Purchaser shall pay Power Provider an amount equal to the Energy Output multiplied by the Purchase Price per kWhac as set out on Exhibit “B” (“Purchase Price Exhibit”) attached hereto and made a part hereof for all pertinent purposes or, if and only if Exhibit “B” provides for same, Purchaser may elect to pay a one-time, lump sum payment to purchase the Energy Output for the entire term of the Agreement. In addition, Purchaser shall pay Power Provider any annual fixed capacity payment(s) and other fees described on Exhibit “B.” Such amounts shall be paid in accordance with the terms of this Agreement, including by way of example and not by way of limitation the provisions contained in Exhibit “B” and/or in Section 12 of this Agreement.

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7. Insurance & Taxes.

(a) Insurance. All insurance regarding the Property shall be the responsibility of Purchaser. Subject to the other provisions of this Agreement, Power Provider shall be responsible for obtaining insurance covering the equipment comprising the Generating Facility.

(b) Taxes: Sale of Energy. In the event that any federal, state or local taxes are assessed against the generation, sale, delivery or consumption of the Energy Output, Purchaser shall either pay or reimburse Power Provider for all such amounts, including any interest assessed thereon, in the same manner as other payments due to Power Provider and as set forth in Section 12. The provisions of this paragraph shall not apply to federal income taxes imposed on Power Provider for income generated from the sales of energy to Purchaser under this Agreement.

(c) Taxes: Real Property. Power Provider shall pay all personal property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority due to Power Provider / Lessee's occupancy and use of the Leased Premises (or any portion thereof). Notwithstanding any other provisions of this Agreement to the contrary, it is expressly provided that Landlord (and not Lessee) shall be responsible for the payment of the following: (1) real and personal property taxes relating to the Property; (2) inheritance or estate taxes imposed upon or assessed against the Property, or any part thereof or interest therein; (3) taxes computed upon the basis of the net income or payments derived from the Leased Premises by Landlord or the owner of any interest therein, and (4) taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind which are adopted by any public authority after the date hereof.

8. Term / Relocation / Termination.

(a) Initial Term. The initial term of this Agreement shall commence as of the Effective Date and shall expire at 2400 hours on the date which is twenty (20) years following the Commercial Operation Date (the "Term"). Except as may be otherwise provided in this Agreement regarding defaults, this Agreement may not be terminated by Purchaser prior to the expiration of the Term.

(b) Substitute Site. Purchaser may not require the Generating Facility to be relocated to a Substitute Site at any time within the first seven (7) years from the Commercial Operation Date. On or after the expiration of the first seven (7) years following the Commercial Operation Date, the Purchaser shall have the right to request Power Provider to relocate the Generating Facility to a mutually agreed upon alternate location, provided however, all costs, expenses and risks related to such relocation shall be Purchaser's sole responsibility. Power Provider shall bear no costs, expenses or risks related to any such relocation. Power Provider shall also be entitled to payment of reasonable overhead and profit for the services and materials related to such relocation. Reasonable overhead and profits shall be 20% of Power Provider's costs and expenses associated with such relocation. Purchaser must provide Power Provider with not less than six (6) months prior written notice of Purchaser's proposed relocation of the

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Generating Facility. Additionally, Purchaser shall be responsible for payment to Power Provider of a monthly payment (prorated as needed) equal to the average monthly power purchased for the preceding 12 months for the period of time during which the Generating Facility is not in Commercial Operation due to the relocation.

(c) Termination. Upon expiration of the Term of this Agreement or termination by either Party pursuant to this Section, the following shall apply:

- (1) Removal of Generating Facility. Power Provider shall remove the Generating Facility by a mutually convenient date but in no event later than one hundred eighty (180) days after such expiration or termination. In the event such removal occurs during the initial Term of this Agreement as a result of a default by Purchaser, Purchaser shall pay Power Provider's reasonable costs of such removal. If the removal occurs as a result of the expiration of the Term of this Agreement, Power Provider shall remove the Generating Facility at Power Provider's expense. Power Provider shall retain and have all grants of roadways, rights of way, easements and accesses necessary or required to conduct all removal activities and Purchaser shall not hinder or interfere with such removal activities and accesses rights.
- (2) Purchase of Generating Facility – Termination Prior to End of Term. If after the expiration of eighty-four months from the Commercial Operation Date this Agreement is terminated by Power Provider, and Purchaser is not then in default and has not previously been in default, Purchaser may elect to purchase the Generating Facility at a purchase price which shall be equal to the greater of the Fair Market Value of such Generating Facility (as determined in accordance with the provisions of this Agreement) or the Buy Out Value described in Exhibit "C." In the event no Buy Out Value is described on Exhibit "C" then the purchase price shall be the Fair Market Value.
- (3) Purchase of Generating Facility – Expiration of Term. Purchaser may purchase the Generating Facility at the expiration of the Term of this Agreement. The purchase price shall be the then Fair Market Value for such Generating Facility.
- (4) Transfer of Generating Facility / Fair Market Value Determination: In those situations in which the Purchaser is granted the right to purchase the Generating Facility, Purchaser shall be required to provide at least ninety (90) days prior written notice to Power Provider of Purchaser's election to purchase the Generating Facility. Upon the giving of the required notice and the receipt of the then Fair Market Value or Buy Out Value, as applicable, and all other amounts then owing by Purchaser to Power Provider, the Parties will execute all

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documents reasonably necessary to cause title to the Generating Facility to pass to Purchaser as-is, where-is, and with all faults, and without representation or warranty of any kind, provided, however, to the extent transferable, the remaining period, if any, of any manufacturers' warranties regarding the equipment will be transferred from Power Provider to Purchaser at Purchaser's sole expense. Any manufacturer warranties shall be transferred without recourse of any kind with respect to Power Provider. The "Fair Market Value" of the Generating Facility shall be the value determined by the mutual agreement of Purchaser and Power Provider. If Purchaser and Power Provider cannot mutually agree to a Fair Market Value within ninety (90) days, then the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to value such equipment. Such appraiser shall act reasonably and in good faith to determine the 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 on the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. If the Parties are unable to agree on the selection of an appraiser, then each Party shall select an appraiser and the two appraisers selected by the Parties shall agree upon and select an appraiser to make the determination. The decision of the two appraisers regarding who will act as the appraiser shall be binding upon the Parties.

(d) Termination Expenses, Losses and Damages. In the event that a termination occurs for reasons attributable or related to a default by Purchaser, Purchaser agrees to pay Power Provider all amounts then owing by Purchaser to Power Provider plus Power Provider's costs and expenses of removal of the Generating Facility, including overhead and 15% of all such costs, expenses and overhead as profit, and an amount equal to all actual damages, losses, costs, expenses, fees (including by way of example and not by way of limitation all attorney fees) incurred or to be incurred by Power Provider as a result of, in connection with, arising from, or related to Purchaser's default, the removal of the Generating Facility and Power Provider's exercise of its rights under this Agreement, regardless of whether suit is filed or not. By way of example and not by way of limitation such losses and damages shall include the amounts of any Environmental Attributes and Environmental Incentives which are lost or which Power Provider is required to repay as a result of, arising from, in connection with or related to such termination.

(e) Termination for Convenience. It is expressly understood and agreed that Power Provider will be applying for, is relying upon and has taken into consideration the receipt of the Environmental Incentives and Environmental Attributes (including by way of example and not by way of limitation, grants, rebates, credits, incentives, tax benefits and other benefits related to, arising from or in connection with the installation, ownership, and operation of the Generating Facility) and that such incentives and attributes are a material consideration to Power Provider entering into this Agreement.

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To the extent necessary or requested by Power Provider, Purchaser agrees to execute and deliver to Power Provider any and all consents, authorizations, documents or instruments requested by Power Provider to facilitate Power Provider's receipt of all such Environmental Incentives and Environmental Attributes. In the event Power Provider is unable to obtain all such incentives and attributes, regardless of the reason, Power Provider shall be entitled to terminate this Agreement by giving notice to Purchaser. Termination pursuant to this provision shall release Power Provider from any further obligations or duties under this Agreement and Power Provider shall be entitled to remove all or any part of the Generating Facility which might then be located on the Property, along with any and all other materials, equipment or other property belonging to Power Provider which might be located on the Property and to exercise all rights granted under Section 8. c. 1. All grants of rights of way, roadways, easements, licenses, permissions and accesses across and to the Property shall remain in effect until such time as the Generating Facility and all of Power Provider's equipment, materials and other property is removed from the Property. In the event of a termination for convenience as provided in this paragraph, it is specifically and expressly agreed that no damages of any kind shall accrue to the benefit of Purchaser and Purchaser hereby expressly releases, waives and disclaims any and all claims, rights or demands against Power Provider in any way related to this Agreement, save and except any claim for damages to the Property directly resulting and caused by Power Provider during the removal process.

9. Environmental Attributes

- a. Delegation of Attributes to Power Provider. Notwithstanding that the Generating Facility's presence on the Site may be determined to be a fixture or involve fixtures on the Site, Power Provider shall own, and shall have the sole right to assign or sell, in its sole discretion, (and to the exclusion of Purchaser / Landlord) all rights, title and interests associated with or resulting from the development and installation of the Generating Facility or the production, sale, purchase or use of the Energy Output including by way of example and not by way of limitation:
 - i. all Environmental Attributes and Environmental Incentives including Solar Renewable Energy Credits associated with the Generating Facility; and
 - ii. the Reporting Rights and the exclusive rights to claim that: (A) the Energy Output was generated by the Generating Facility; (B) Power Provider is responsible for the delivery of the Energy Output to the Energy Delivery Point; (C) Power Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of the Energy Output and the delivery thereof to the Energy Delivery Point; and (D) Power Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing.
- b. Transfers. To the extent that Purchaser is determined to own or hold any rights, interests or claims in, to, or related to any Environmental Attributes and/or Environmental Incentives Purchaser hereby transfers and assigns to Power Provider, all such rights, interests and claims.

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Purchaser agrees to cooperate and to execute and deliver to Power Provider any and all consents, assignments, authorizations and related documents and instruments as may be necessary to evidence such transfers and assignments. By way of example and not by way of limitation the assignments and transfers made herein include any claims arising from or related to any part or all of the Generating Facility being a fixture on the Property.

10. Metering

- a. Power Provider shall install and maintain a standard revenue quality meter. The meter shall measure the alternating current output of the Generating Facility on a continuous basis. Power Provider shall be responsible for maintaining the metering equipment in good working order.
- b. Power Provider shall own all data generated by or associated with any and all such meters, provided, however, that upon receipt of a written request by Purchaser, Power Provider agrees to provide Purchaser with a report of the individual metered energy generated to the Site, as read and collected on an annual basis. Power Provider agrees to take reasonable measures to preserve such data for a period of two (2) years following the date such data is generated.
- c. Purchaser shall have a right during normal business hours after the giving of reasonable prior written notice to Power Provider, to access any meters installed at the Site for the purpose of verifying readings and calibrations. If the metering equipment is found to be inaccurate, Purchaser shall provide written notice to Power Provider describing the inaccuracies. Power Provider shall thereafter take such actions as may be reasonable required to correct any such inaccuracies.

11. Delivery

- a. Title and risk of loss of the Energy Output shall pass from Power Provider to Purchaser upon delivery of the Energy Output at the Energy Delivery Point. All deliveries of Energy Output hereunder shall be single or three-phase, sixty-cycle, alternating current, or similar output to properly integrate with the Site's electrical system. Purchaser shall purchase and accept delivery of such metered Energy Output at the Energy Delivery Point.
- b. The energy generated by the Generating Facility shall conform to Utility specifications for energy being generated and delivered to the Site's electric distribution system, which shall include the installation of inverters and safety equipment.
- c. Purchaser shall be responsible for arranging delivery of Energy Output from the Energy Delivery Point to Purchaser's facilities and any installation and operational equipment on Purchaser's side of the Energy Delivery Point necessary for acceptance and use of the Energy Output. The Parties acknowledge that adjustments in the terms and conditions of this Agreement may be appropriate to account for rule changes in the respective Utility or Utility control areas, by the respective independent system operators, or their successors, that were not taken into consideration at the time of the execution of this Agreement or

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that are beyond the control of the Parties. The Parties agree to make such commercially reasonable amendments as are reasonably required to comply therewith.

12. Invoices and Payment

Power Provider will periodically invoice Purchaser on a monthly, bi-monthly or other reasonable schedule as determined by Power Provider from time to time. Purchaser shall pay the energy purchase price upon receipt of each such invoice, by check, wire transfer, or ACH payment, on or before fourteen (14) days from the date of such invoice (the "Due Date"). A payment shall be deemed late if it is not received prior to the Due Date. Any amounts which remain unpaid after the Due Date shall bear interest at the lesser of 1.5% per month or the maximum rate allowed by applicable Oklahoma law until paid in full. Invoicing shall begin following the Commercial Operation Date. Power Provider in its sole discretion may bill Purchaser any annual fixed capacity charge in either prorated monthly amounts or as an annual fee.

13. Invoice Adjustments; Disputes over Invoices

Either Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered, or adjust any invoice for any arithmetic, computational or meter-related error within twelve (12) months of the invoice date or the date the adjustment to an invoice was rendered. In the event a Party disputes all or any portion of an invoice, or any other claim or adjustment arises, the Party disputing same must pay all undisputed portion(s) when due and provide the other Party notice of the dispute, the amount in dispute, and the basis for the dispute in reasonable detail to permit the other Party to calculate the amounts which the disputing Party claims are owing. Upon receipt of notice of any such dispute, the Parties shall first use diligent, good faith efforts to resolve such dispute within a reasonable period of time not to exceed thirty (30) days from the date of such notice. If the Parties are unable to resolve the dispute within such thirty (30) days period, then the Parties shall mediate the dispute using a qualified mediator approved by both Parties, which approval shall not be unreasonably withheld. In the event the Parties are unable to reach a settlement at mediation, the Parties may pursue their rights through the Courts or other appropriate means. The Parties shall each bear one-half of the costs of the mediator. Purchaser shall pay to Power Provider any disputed amount which is ultimately determined to have been properly billed to Purchaser, together with interest at the lesser of 1.5% per month or the maximum allowed by applicable Texas law on any disputed amount which is ultimately determined to have been properly billed to Purchaser, until such properly billed amount is paid, along with the costs, fees and expenses (including but not limited to attorney fees – regardless of whether suit is filed) incurred by Power Provider in obtaining payment of same.

14. Representations and Warranties.

Purchaser represents and warrants to Power Provider that: (a) Purchaser is duly organized, validly existing and in good standing under the laws of the state of its formation and has all requisite

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power and authority to enter into this Agreement, to conduct business in the State of Texas and the County in which the Property is located, and to perform its obligations hereunder and to consummate the transactions contemplated hereby; (b) the execution and delivery of this Agreement and the performance of the obligations hereunder have been duly authorized and that all resolutions, authorizations, meetings, approvals and consents necessary to bind Purchaser to this Agreement have been obtained prior to the signing of this Agreement; (c) execution of this Agreement by Purchaser shall constitute a binding obligation enforceable against Purchaser in accordance with its terms, subject to the qualification, however, that the enforcement of the rights and remedies herein is subject to: (i) bankruptcy and other similar laws of general application affecting rights and remedies of creditors and (ii) the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law); (d) no other approvals are required in connection with the authorization, execution and delivery of this Agreement by Purchaser, (e) neither the execution and delivery of this Agreement nor compliance with the terms and provisions of this Agreement conflicts with, breaches or contravenes the provisions of Purchaser's organizational documents or authorities; and (f) no circumstances are known to Purchaser that may damage, impair or otherwise adversely affect Power Provider's rights under this Agreement or the Generating Facility or its function (including activities that may adversely affect the Generating Facility's exposure to sunlight). Purchaser covenants that it has fee simple title to the Property and the full right to enter into this Agreement and that, subject to Power Provider's compliance with the terms of this Agreement, Power Provider shall have quiet and peaceful possession of the Premises and the Site throughout the term of this Agreement and that Power Provider shall be entitled to exercise and use the rights granted herein regarding the Property without interruption or interference. Purchaser represents, warrants, covenants and agrees that Purchaser will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect the Generating Facility or its function (including activities that may adversely affect the Generating Facility's exposure to sunlight), without Power Provider's prior written consent which may be given or withheld in Power Provider's sole discretion.

15. Additional Covenants – Security & Liens:

Security. Purchaser shall provide and take reasonable measures for security of the Generating Facility, including commercially reasonable monitoring of the Site's alarms, if any.

Liens. Notwithstanding that the Generating Facility's presence may be deemed or considered as a fixture on the Property, Purchaser 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 on or with respect to the Generating Facility or any interest therein. Purchaser also shall pay promptly before any fine or penalty may attach to the Generating Facility any taxes, charges or fees of whatever type which might be charged or imposed by any governmental authority for which Purchaser is responsible. If Purchaser breaches its obligations under this provision, it shall: (1) immediately notify Power Provider in writing regarding same; (2) promptly cause such liens to be discharged and released of record without cost to Power

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Provider; and (3) indemnify Power Provider against all costs, fees, expenses (including reasonable attorneys' fees and court costs whether suit is filed or not) incurred by Power Provider as a result of same, as well as in discharging and releasing any such lien or charge, and any and all other damages related to, arising from, or in connection with any such taxes, fines, penalties, liens, fees and other charges.

16. Indemnification; Insurance

- a. Purchaser shall indemnify, defend and hold Power Provider and its employees, directors, officers, managers, members, shareholders, insurers, agents and representatives (the "Indemnified Parties") harmless from and against any and all third party claims, suits, damages, losses, liabilities, expenses and costs (including by way of example and not by way of limitation, reasonable attorney's fees) including, but not limited to, those arising out of property damage (and including by way of example and not by way of limitation all environmental claims) and personal injury and bodily injury (including but not limited to death, sickness and disease) to the extent caused in part or in whole by Purchaser's (i) material breach of any obligation, representation or warranty contained herein and/or (ii) negligence or willful misconduct.
- b. Any policy or policies of worker's compensation, extended coverage or similar casualty insurance, which either Party obtains in connection with the Premises, shall include a clause or endorsement denying the insurer any rights of subrogation against the other Party to the extent the insured Party has waived rights of recovery against such other Party prior to the occurrence of injury or loss. Power Provider and Purchaser waive any rights of recovery against the other for injury or loss due to hazards covered by insurance obtained under this Agreement.
- c. Purchaser shall be responsible to carry all property insurance. During the term of this Agreement Purchaser shall maintain insurance in sufficient amounts to insure Purchaser / Landlord's interests, including but not limited to property insurance. Purchaser covenant and represents that it will maintain property insurance sufficient to insure it against complete loss or destruction of the Property, including any and all losses occasioned by the operation of the Generating Facility, whether or not involving the fault of Power Provider. It is understood that such insurance is for the benefit of Purchaser & Landlord and shall not inure to the benefit of Power Provider, except to the extent that any payments are made for claims related to loss or damage of the Generating Facility or any part thereof.
- d. During the term of this Agreement, Power Provider shall maintain insurance to insure Power Provider interests in and to the Generating Facility in amounts deemed reasonable by Power Provider. Power Provider shall also carry commercial general liability insurance and such other insurance as may otherwise be required by applicable law. Power Provider covenants and represents that it will maintain insurance sufficient to insure it against complete loss or destruction of the Generating Facility. All commercial general liability policies maintained by Power Provider shall name Purchaser & Landlord as an additional

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insured. It is understood that insurance covering losses to the Generating Facility is maintained for the benefit of Power and shall not inure to the benefit of Purchaser or Landlord, except that any payments made for claims related to loss or damage to the Property owned by Purchaser or Landlord. It is specifically agreed by the Parties that in the event Power Provider's insurance premiums for any insurance maintained with respect to the Generating Facility and/or this Agreement increase after the date of the signing of this Agreement, that any such increases may be passed-through as an expense payable by Purchaser. Such additional premiums shall be due and payable by Purchaser upon receipt of Power Provider invoice concerning same.

- e. If the Generating Facility is: (i) materially damaged or destroyed, or suffers any other material loss; or (ii) condemned, confiscated or otherwise taken, in whole or in material part, or the use thereof is otherwise diminished so as to render impracticable or unreasonable the continued production of energy, to the extent there are sufficient insurance or condemnation proceeds available to Power Provider Lessee and it is otherwise commercially reasonable and feasible (taking into consideration all relevant factors, including but not limited to business factors affecting Power Provider ; then Power Provider shall: (A) cause the Generating Facility to be rebuilt and placed in Commercial Operation within a commercially reasonable period of time taking into consideration all relevant factors; or (B) cause another Generating Facility to be built in the proximate area of the Site and placed in Commercial Operation as soon as commercially reasonable taking into consideration all relevant factors.

17. Defaults and Remedies

- a. Event of Default. The following shall be deemed an "Event of Default" by Purchaser / Landlord:
 - i. Failure to pay any amount within ten (10) days after such amount is due;
 - ii. Except as otherwise set forth in this Section, Purchaser is in breach of any representation or warranty set forth herein or fails to perform any material obligation set forth in this Agreement and such breach or failure is not cured within thirty (30) days after notice; provided, however, that the cure period shall be extended by the number of days during which curative action is delayed solely by Force Majeure if Purchaser had begun curative action and was proceeding diligently, using reasonable efforts, to complete such curative action;
 - iii. Purchaser admits in writing its inability to pay its debts generally as they become due, or files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State, district or territory thereof; or makes an assignment for the benefit of creditors; or consents to the appointment of a receiver of the whole or any substantial part of its assets;

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- iv. Purchaser has a petition in bankruptcy filed against it, and such petition is not dismissed within 90 days after the filing thereof;
 - v. A court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Purchaser's assets, and such order, judgment or decree is not vacated or set aside or stayed within 90 days from the date of entry thereof; or
 - vi. Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Purchaser's assets and such custody or control is not terminated or stayed within 90 days from the date of assumption of such custody or control.
- b. Termination; Damages – Purchaser Default. Upon an Event of Default by Purchaser, Power Provider shall have the right, but not the obligation, to terminate this Agreement or suspend this Agreement with respect to all obligations arising after the effective date of such suspension (other than payment obligations for obligations arising prior to such suspension). The Parties acknowledge that given the complexity of this technology and the volatility of energy markets, adequate damages in the event of breach of contract will be difficult if not impossible to calculate. Consequently, the Parties agree that in the event of a default that leads to termination, that the following damages and remedies shall be provided in addition to and not in lieu of any other damages and remedies provided in this Agreement:
- i. Purchaser's Liability for Default: Purchaser shall be liable for an amount equal to the costs of removing the Generating Facility, the present value of Purchaser's purchase obligations hereunder with respect to the Energy Output of the Generating Facility for the remaining term of the Agreement, the value of any Environmental Incentives and Environmental Attributes (including but not limited to any applicable tax credits) that are lost or required to be repaid or which would have otherwise accrued to Power Provider if the default did not occur. These damages shall be calculated by applying the present value discount to the product of the following: the number of days remaining in the Term of the Agreement then in effect times the product of (x) the purchase price per kWhac Purchaser would otherwise pay for such Energy Output pursuant to the provisions of this Agreement (including the provisions of Section 6) as such Purchase Price would have been escalated over time pursuant to Exhibit B times (y) the Average kWhac Output. For purposes of calculating damages, "Average kWhac Output" means the daily average number of kWhac of energy actually delivered to Purchaser from the applicable Generating Facility beginning on the start of Commercial Operation through the date of Purchaser's default. If Purchaser's default occurs prior to the completion of the first full year after the start of Commercial Operation of the Generating Facility, for

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purposes hereof, it shall be assumed that the "Average kWh Output" of the Generating Facility during such partial year of Commercial Operation was the expected daily number of kWh of Energy Output, calculated by dividing the "Estimated Annual 1st Year Production" as described in this Agreement by 365 days. The present value discount shall be equal to the prevailing prime rate of interest as published in The Wall Street Journal (the "Prime Rate") on the day preceding the date of such default. Purchaser's liability for such liquidated damages may be partially mitigated to the extent that Power Provider, in its sole discretion, is able to enter into alternative arrangements with another power purchaser to install the Generating Facility at another site and sell its energy output to the substitute power purchaser on equal or superior terms than stated in this Agreement.

- c. Default, Termination, Damages - Power Provider Default: In the event Power Provider shall breach or fail to perform a material obligation under this Agreement and Power Provider fails to begin to cure such breach or failure within sixty (60) days after notice and to continue with reasonable diligence to complete such cure thereafter then Power Provider shall be deemed in default; provided, however that Power Provider shall not be in default if Power Provider's cure of such breach or failure is hindered or delayed by Force Majeure, the acts of Purchaser, or other circumstances beyond Power Provider's reasonable control. Upon default by Power Provider, Purchaser may terminate this Agreement and: (1) elect to purchase the Generating Facility upon the terms and conditions set forth in Section 8 (c) (2) regarding termination by Power Provider; or (2) required Power Provider to remove the Generating Facility at no cost to Purchaser. Such removal shall be otherwise be completed in accordance with the provisions of Section (8) (c.) (1). All other damages and remedies against Power Provider are hereby expressly waived. The remedies provided herein are the exclusive remedies against Power Provider.

18. No Waiver.

Any waiver at any time by either Party of its rights with respect to an event of default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any subsequent default or other matter. Any waiver under this Agreement must be in writing and must clearly and expressly describe the waiver.

19. Representations & Covenants – Financial Burdens / Benefits.

Notwithstanding any provision to the contrary under this Agreement, it is agreed, and Purchaser hereby covenants, represents and warrants that neither Purchaser, nor any party related to Purchaser:

- (1) shall bear or be deemed to bear any significant financial burden if there is non-performance by Power Provider under this agreement, as the phrase "any significant

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financial burden if there is nonperformance” is used in Section 7701(e)(4)(A)(ii) of the Internal Revenue Code; and

- (2) shall be deemed to receive any significant financial benefit if the operating costs of the Generating Facility are less than the standard of performance and/or operation set forth in this Agreement, as the phrase “significant financial benefit if the operating costs of the Generating Facility]are less than the standards of performance or operation” is used in Section 7701(e)(4)(A)(iii) of the Internal Revenue Code.

20. Limitation of Liability.

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

21. Force Majeure.

- a. In the event that either Party is delayed in or prevented from performing or carrying out its obligations under this Agreement by reason of any cause beyond the reasonable control of, and without the fault or negligence of, such Party (an event of “Force Majeure”), such circumstance shall not constitute an event of default, and such Party shall be excused from performance hereunder and shall not be liable to the other Party for or on account of any loss, damage, injury, or expense resulting from, or arising out of, such delay or prevention; provided, however, that the Party encountering such delay or prevention shall use commercially reasonable efforts to remove the causes thereof (with failure to use such efforts constituting an event of default hereunder).
- b. As used herein, the term “Force Majeure” shall include, without limitation, (i) sabotage, riots or civil disturbances, (ii) acts of God, (iii) acts of the public enemy, (iv) terrorist acts affecting the Site, (v) an annual level of direct beam solar resource availability that is less than or equal to 90% of historical averages as measured by long-term weather data (minimum of five (5) years) collected at the Site and/or other reliable calibrated and

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appropriate weather station representative of the Site, (vi) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, landslide or similarly cataclysmic occurrence, (vii) requirement by Utility that the Generation Facility discontinue operation for any reason, (viii) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, or (ix) any other action by any governmental authority which prevents or prohibits a Party from carrying out their respective obligations under this Agreement (including, without limitation, an unstayed order of a court or administrative agency having the effect of subjecting the sales of Energy Output to federal or state regulation of prices and/or services, or elimination or alteration of one or more Environmental Incentives or other change in law that results in a material adverse economic impact on Power Provider). Economic hardship of either Party shall not constitute a Force Majeure under this Agreement.

22. Records.

Each Party hereto shall keep records of its operations hereunder and shall maintain such records as may be necessary to determine with reasonable accuracy any item relevant to this Agreement. Each Party shall have the right to examine all such records insofar as may be necessary for the purpose of ascertaining the reasonableness and accuracy of any statements of costs relating to transactions hereunder.

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23. Notices.

Any notice required or permitted to be given in writing under this Agreement shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party, or sent by facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 23). All such communications shall be mailed, sent or delivered, addressed to the Party for whom it is intended, at its address set forth below:

If to Power Provider:

Solar KADI, LLC
10 NW Shelter Lake Drive
Lawton, OK 73505

If to Purchaser:

Aryan Kadivar, M.D., P.C
6560 U.S. Highway 277
Elgin, OK 73538

If to Landlord:

Dedicated Medical Professionals, LLC
5401 Daun Drive
Lawton, OK 73504

All notices shall be deemed to have been received when delivered in person, sent by facsimile with electronic confirmation of successful transmission, or three days after being sent by certified mail or overnight air courier service as provided above.

24. Confidentiality, Non-Disclosure & Non-Use.

All non-public information (including the terms and conditions of this Agreement and, in particular, the considerations and purchase price(s) contained in this Agreement) as well as all information disclosed to Purchaser by Power Provider and identified or marked by Power Provider as confidential or proprietary information shall be treated in a confidential manner by Purchaser and shall not be used or disclosed by Purchaser to any third party without the prior written consent of Power Provider. Notwithstanding the preceding, this Section and the restrictions herein contained shall not apply to any data or documentation which is:

- a. required to be disclosed pursuant to state or federal law, an order or requirements of a regulatory body or a court, after five business days notice of such intended disclosure is

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given by the disclosing Party to the non-disclosing Party, or if five business days notice is not practical, then such shorter notice as is practical; or

- b. is, as of the time of disclosure, public knowledge without the fault of Purchaser.

25. Assignment.

- (a) It is agreed and understood that Power Provider may assign the maintenance and operation obligations regarding the Generating Facility under this Agreement to a company which is qualified to perform same. Otherwise, neither Party shall assign this Agreement or any of its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may upon written notice, without the need for consent from the other Party (and without relieving itself from liability hereunder), (i) transfer, pledge or assign this Agreement as security for any financing or to an affiliated special purpose entity created for the financing or tax credit purposes related to Generating Facility; (ii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of such Party, provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof; or (iii) assign its rights under this Agreement to a successor entity in a merger or acquisition transaction, provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof. No such assignment shall be effective until written notice of such assignment is provided to the other Party. Power Provider shall not be relieved from future performance, liabilities, and obligations under this Agreement, unless assignee assumes all of Power Provider's obligations herein and a copy of such executed assignment is provided to Purchaser. Power Provider shall not have the right to sublet the Leased Premises, without Landlord's prior written consent or approval, which consent shall not be unreasonably withheld. Any such approved sublease shall require that the sublessee agree to abide by the terms and conditions of this Agreement, and written evidence of such agreement by the sub lessee is provided to Landlord prior to the effective date of the sublease.
- (b) With respect to an assignment pursuant to clause (ii) in Section 25 (a), Purchaser / Landlord acknowledges and agrees that, upon receipt of written direction by a financing-transaction assignee of Power Provider / Lessee ("Lender"), and notwithstanding any instructions to the contrary from Power Provider / Lessee, Purchaser / Landlord will recognize Lender, or any third party to whom Lender has reassigned the rights of Power Provider / Lessee under this Agreement, as the proper and lawful lessee under this Agreement with all the rights, benefits, grants and accesses afforded Power Provider / Lessee under this Agreement, so long as Lender (or its assignee) performs the obligations of Power Provider / Lessee hereunder.

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In addition, Purchaser / Landlord agrees and consents as follows:

- i. Upon request by Power Provider / Lessee, Purchaser / Landlord agrees to notify Lender in writing, at the address to be designated by Lender upon not less than five (5) business days' written notice to Landlord prior to any notice by Landlord / Purchaser hereunder, of any act or event of default of Power Provider / Lessee under the Agreement of which Purchaser / Landlord has knowledge that would entitle Landlord / Purchaser to cancel, terminate, annul, or modify the Agreement or dispossess or evict Power Provider / Lessee from the Leased Premises or otherwise proceed with enforcement remedies against Power Provider / Lessee, and Lender shall have the same amount of time as Power Provider / Lessee, but at least ten (10) days with respect to any monetary default and at least thirty (30) days with respect to any nonmonetary default, to cure any default by Power Provider / Lessee under the Agreement; provided that in no event shall Lender be obligated to cure any such default.

- ii. Notwithstanding that the Generating Facility may be deemed a fixture on the Property, and subject to the terms and conditions hereof, Purchaser / Landlord hereby subordinates any lien it may have in and to the property used by Power Provider / Lessee in the conduct of its business and which is or may from time to time hereafter be located on the Property, and to which Power Provider / Lessee has granted or will grant a security interest to Lender (all such property and the records relating thereto, but specifically excluding the Property which shall not be subject to subordination, shall be hereafter called the "Collateral") to the lien of Lender; provided, however, that this subordination shall not prevent Purchaser / Landlord from exercising any right or remedy it may be entitled to exercise against Power Provider / Lessee under the terms of the Agreement, nor shall it prevent Purchaser / Landlord from exercising any lien it may have under this Agreement on any other property of Power Provider / Lessee, including the Collateral, so long as Purchaser / Landlord recognizes Lender's prior right to the Collateral described above. Purchaser / Landlord recognizes and acknowledges that any claim or claims ("Claims") that Lender has or may have against such Collateral by virtue of any lien or security interest, is superior to any lien, security interest, or claim of any nature which Purchaser / Landlord now has or may hereafter acquire to such Collateral by statute, agreement or otherwise. The subordination of lien provided for herein shall be effective until the discharge of the Claims. Purchaser / Landlord further agrees to notify any purchaser of the Property (or any part thereof), and any

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subsequent mortgagee or other encumbrance holder, of the existence of the foregoing waiver of Purchaser's / Landlord's lien(s), which shall be binding upon the executors, administrators, successors and transferees of Purchaser / Landlord, and shall inure to the benefit of the successors and assigns of Lender. Nothing contained in this paragraph or section shall be deemed to create any rights on behalf of Purchaser / Landlord which are not otherwise created in this Agreement and any rights waived or released by Purchaser / Landlord under other provisions of this Agreement shall take precedence over any provisions contained in this paragraph or Section of the Agreement.

- iii. Purchaser / Landlord consents to Lender's security interest in the Collateral and waives all right of levy for rent and all claims and demands of every kind against the Collateral, such waiver to continue so long as any sum remains owing from Power Provider / Lessee to the Lender. Purchaser / Landlord agrees that the Collateral shall not be subject to distraint or execution by, or to any claim of Purchaser / Landlord.
- iv. Purchaser / Landlord hereby irrevocably agrees and consents to refrain from taking any action to bar, restrain or otherwise prevent Lender from the Leased Premises and the Property for the purpose of inspecting the Collateral.

26. Binding Effect.

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

27. Amendments.

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

28. Counterparts.

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

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29. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any other prior agreements, written or oral, between the Parties concerning such subject matter (other than the Utility interconnection agreement referred to in Section 1(b)).

30. Third Party Beneficiaries

Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

31. Severability.

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

32. Survival

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

33. Governing Law

This Agreement shall be interpreted and construed in accordance with the laws of the State of Texas, as if executed and to be performed wholly within the State of Texas. This Agreement is being signed and shall become effective in Wichita County, Wichita Falls, Texas and the parties hereby agree that all actions or suits arising from, in connection with or related to this Agreement shall be filed in Wichita County, Wichita Falls, Texas and hereby expressly waive any rights to bring any such actions elsewhere.

34. Legal Effect of Contract

- a. The Parties acknowledge and agree that 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.
- b. The Parties acknowledge and agree that, for accounting or tax purposes, this Agreement is not and shall not be construed as a capital lease and, pursuant to Section 7701(e)(3) of the Internal

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Revenue Code, this Agreement is and shall be deemed to be service contract with respect to the sale to the Purchaser of electric energy produced at an alternative energy facility.

35. Cooperation

Upon the receipt of a written request from the other Party, each Party shall execute such additional documents (e.g., Utility interconnection agreement, grant applications, utility rebate applications, State rebate applications, Treasury Department applications) and other instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intents of this Agreement. The Parties shall not unreasonably withhold, condition, or delay their compliance with any reasonable request made pursuant to this Section. Without limiting the foregoing, the Parties acknowledge that they are entering into a long-term arrangement in which cooperation will be required. Purchaser / Landlord consents to and hereby appoints Power Provider / Lessee as its attorney in fact for the purpose of preparing, executing, delivering and recording a memorandum of this Agreement and/or the lease of the Leased Premises, and the rights and grants contained herein, including by way of example and not by way of limitation, Lessee's / Power Provider's right to control the Leased Premises. Such memorandum may be filed in the official public records, land title records or other similar records of the county where the Property is located and/or in any other applicable government office(s). From time to time, upon written request by Power Provider / Lessee (or its lenders), Purchaser / Landlord shall provide, within seven (7) days thereafter, an estoppel certificate attesting that to the knowledge of Purchaser / Landlord that Power Provider / Lessee is in compliance with the terms of this Agreement or detailing any known issues of noncompliance.

36. No Partnership.

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

37. Remedies Cumulative

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

38. Headings

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

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39. Exhibits

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

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

Power Provider:

Solar KADI, LLC
10 NW Shelter Lake Drive
Lawton, OK 73505

By: _____

Purchaser:

Aryan Kadivar, M.D., P.C.
Elgin West Medical Office
6560 U.S. Highway 277
Elgin, OK 73538

By: _____

Landlord:

Dedicated Medical Professionals, LLC
5401 Daun Drive
Lawton, OK 73504

By: _____

POWER PURCHASE & SITE LEASE AGREEMENT

TABLE OF EXHIBITS

Exhibit	Description of Exhibit
A	PROPERTY / PREMISES / ACCESS PROPERTY

POWER PURCHASE & SITE LEASE AGREEMENT

EXHIBIT "A"

PROPERTY / PREMISES / ACCESS PROPERTY

PROPERTY:

The term "Property" shall mean that certain tract of land described as follows:

Local Address: 10 NW Shelter Lake Drive Lawton, OK 73505

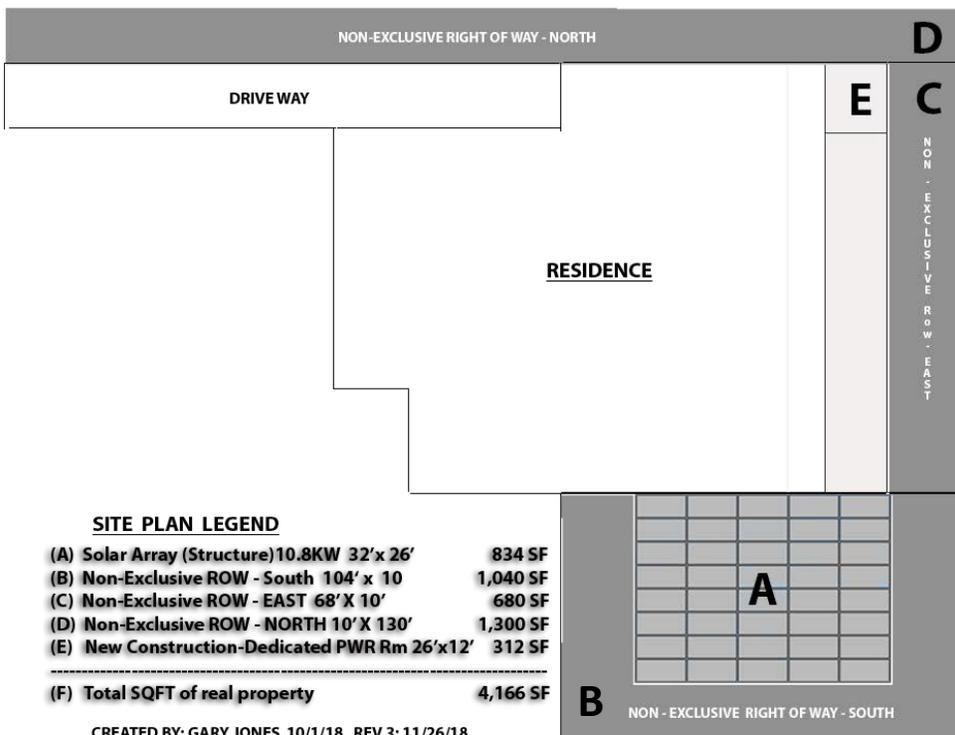
Legal Description: Lawton, Oklahoma in Comanche County, Oklahoma and being the same tract of land identified by the Comanche County Central Appraisal District as being Property ID: SHELTER LAKES BLOCK 1 LOT 5.

The term "Property" includes the Premises and the Access Property described below.

PREMISES:

The term "Premises" shall mean the following portions of the Property:

The Panel Site, the Extended Panel Site, the Equipment Sites and the Extended Equipment Sites are collectively referred to as the "Premises."



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ACCESS PROPERTY:

The term "Access Property" shall mean any and all portions of the Property required, necessary or convenient to permit access to the Premises for purposes of installing, removing, operating, repairing, maintaining and accessing the Generating Facility.

LEASED PREMISES:

The term "Leased Premises" shall refer collectively to the Premises and the Access Property.