



Solar Services Agreement

This **Solar Services Agreement** (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by all required parties and filed in the Metropolitan Clerk’s Office (the “**Effective Date**”).

Site Host:		Service Provider:	
Name and Address	Metropolitan Government of Nashville and Davidson County (“METRO”) General Services Department 700 President Ronald Reagan Way Nashville, TN 37210 Attention: Jennifer Westerholm	Name and Address	Cherry Street Asset Management Holdings, LLC 1000 Marietta St NW, #290 Atlanta, GA 30318 Attention: Michael Chanin
Phone	(615) 862-5043	Phone	(404) 589-1830
Email	jennifer.westerholm@Nashville.gov	Email	michael@cherrystreetenergy.com
Site Ownership	Site Host [x] owns [] leases the premises List Premises Owner, if different from Site Host: N/A		

This Agreement sets forth the terms and conditions for the design, construction, operation, management, and administration services related to the solar photovoltaic facility described in **Exhibit 2** (the “**System**”) and installed on the Site Host’s real property at the location identified described in **Exhibit 2** (the “**Site**”). This Agreement constitutes a “true lease” and not a “security Interest” as per Tenn. Code Ann. § 47-1-203 and confers on Site Host only a leasehold interest in and to the System that is installed pursuant to this Agreement, and no ownership or other interest with respect to such facility is provided to the Site Host under this Agreement.

The exhibits listed below are incorporated by reference and made part of this Agreement.

Exhibit 1 Basic Terms and Conditions
Exhibit 2 System Description

<u>Exhibit 3</u>	Detailed Terms and Conditions
<u>Exhibit 4</u>	Early Termination Payment
<u>Exhibit 5</u>	Form of Memorandum of Solar Lease with License
<u>Exhibit 6</u>	Liens and Encumbrances
<u>Exhibit 7</u>	Form of Certificate of Commercial Operation
<u>Exhibit 8</u>	Expected Annual Production Notice
<u>Exhibit 9</u>	Solar Production Guarantee
<u>Exhibit 10</u>	O&M Schedule
<u>Exhibit 11</u>	MNPD Background Check Policy

Site Host:

Service Provider:

Metropolitan Government of Nashville and
Davidson County

Cherry Street Asset Management
Holdings, LLC



Signature



Signature

Jennifer Westerholm
Printed Name

Michael Chanin
Printed Name

Assistant Director, Metro General Services

CEO

Title
4/15/2025 | 3:44 PM CDT

Date

Title
4/15/2025 | 2:19 PM CDT

Date

Exhibit 1

Basic Terms and Conditions

1. **Term: Thirty** (30) years, beginning on the Commercial Operation Date.
2. **Environmental Incentives:** Accrue to Service Provider.
2. **Environmental Attributes:** Any Renewable Energy Credits (RECs) accruing to Service Provider shall be assigned to Site Host.
3. **Monthly Fee:** Each Monthly Fee payment is due on the monthly anniversary date of the Commercial Operation Date.

Contract Years	Monthly Payment
30	\$1,524.00

4. **Condition Satisfaction Date:** August 18, 2025
5. **Anticipated Commercial Operation Date:** July 14, 2025
6. **Site Host Options to Purchase System.** ☐ None or ☒ as set forth in **Exhibit 3, Section 26**.
7. **System Installation** (at no cost to Site Host):

Includes:	<p><input checked="" type="checkbox"/> Design, engineering, permitting, procurement, installation, commissioning, and monitoring of the System.</p> <p><input checked="" type="checkbox"/> Operation and maintenance of the System during the Term, including repair and administration of manufacturer's warranties</p> <p><input checked="" type="checkbox"/> Solar Production Guarantee.</p>
Excludes:	<p>This Agreement does not include any obligation by Service Provider to: remove or dispose of any hazardous substances that currently exist at the Site; improve the construction of the roof or other structure to support the System; remove or replace existing rot, rust, or insect-infested structures; pay for or correct construction errors, omissions, and deficiencies by Site Host or Site Host's contractors; pay for, remove, or remediate mold, fungus, mildew, or organic pathogens; pay for or conduct any unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles); upgrade Site Host's existing utility electrical infrastructure; pay for the removal or relocation of equipment, obstacles or vegetation in the vicinity of the System; pay any costs associated with municipal design or architectural review, or other specialty permits (including the costs to attend any public hearings, public notice, or additional drawings required); or to remove items unassociated with the System around the Site or the adjoining property.</p>

8. **Solar Production Guarantee:** Service Provider shall guarantee the solar energy production

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output from the System over the Term as set forth in **Exhibit 3**, Section 12.f., and **Exhibit 9**.

Exhibit 2

System Description

1. **System Location:**

Southeast Police Precinct
2491 Murfreesboro Pike
Nashville, TN 37217
2. **System Size (DC kW):** 120
3. **Estimated Annual Energy Production (kWh):** 169,234
4. **Estimated Annual Energy Production Degradation (%):** 0.5
5. **Expected Structure:** ☐ Ground Mount ☒ Roof Mount ☐ Parking Structure ☐ Other
6. **System Layout:** See Exhibit 2, Attachment A
7. **Utility Provider:** Nashville Electric Service, which is not a party to this Agreement.

Exhibit 2
Attachment A:

Site and System Layout

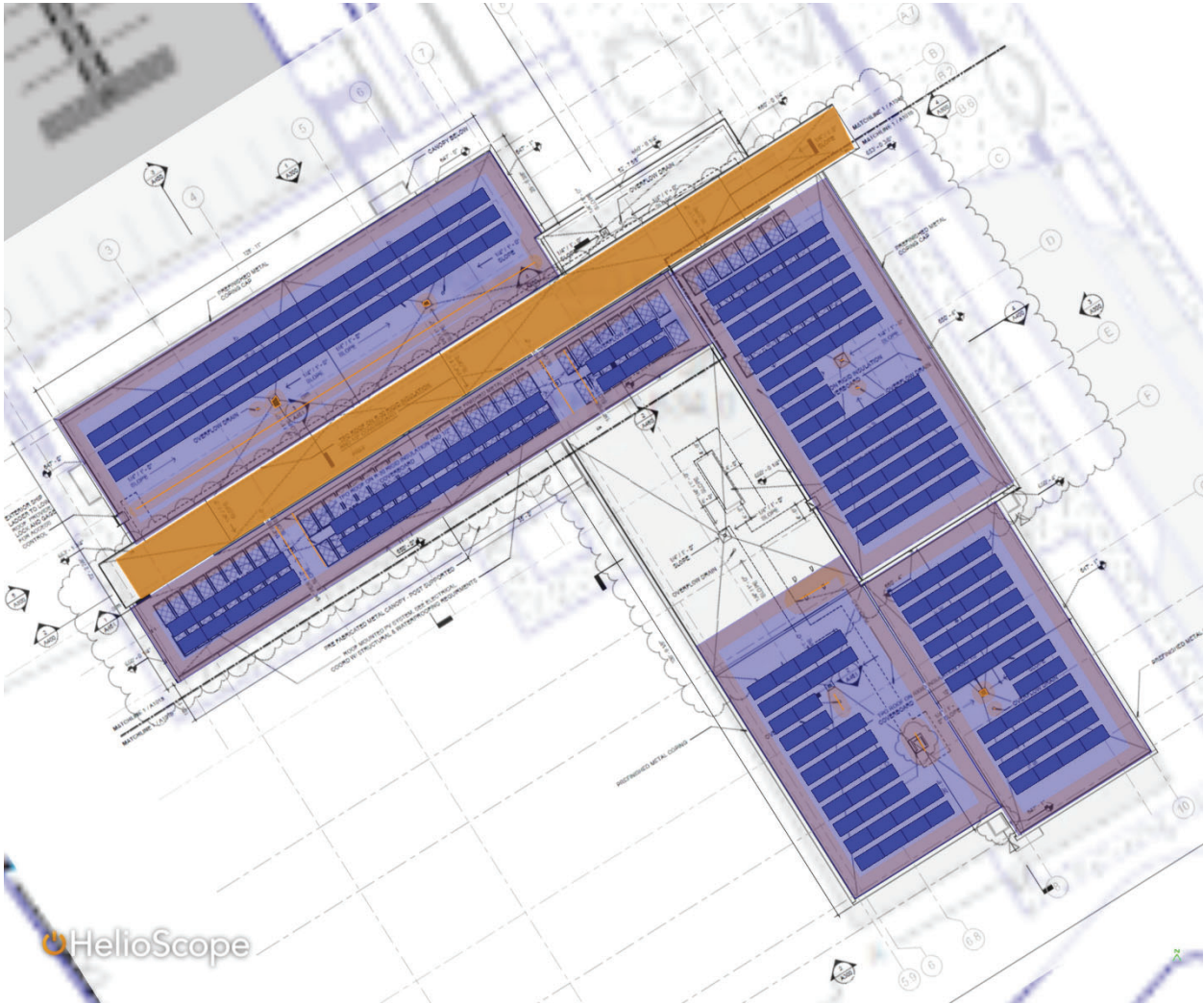


Exhibit 3

Detailed Terms

1. **Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

2. **Solar Services.** Service Provider agrees to provide the following services pursuant to this Agreement: (i) finance, design, engineer, permit, procure, install, construct and commission the System described in **Exhibit 2** to this Agreement on the Site; (ii) operate, maintain, and administer the System at all times during the Term; and (iii) provide to Site Host all of the electrical energy generated by the System during the Term (collectively, the “**Solar Services**”). Site Host agrees to accept such Solar Services from the Service Provider.

3. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue, unless earlier terminated as provided for in this Agreement, until the end of the Term stated in **Exhibit 1** to this Agreement. Notwithstanding the foregoing:

a. **Lack of Funding.** Should funding for this Agreement be discontinued, Site Host shall have the right to terminate this Agreement immediately upon written notice to Service Provider. Notwithstanding the foregoing, Site Host agrees that its staff will provide for an amount sufficient to perform its obligations under this Agreement in its annual budgeting process for each Contract Year in the same manner as Site Host budgets for electricity delivered to the Site by its Utility Provider. Upon any such termination for lack of funding, Site Host shall have no obligation to pay any Early Termination Payment to Service Provider.

b. **Notice.** Site Host may terminate this Agreement at any time upon thirty (30) days written notice to Service Provider. Should Site Host terminate this Agreement pursuant to this **Section 3(b)**, Service Provider shall be entitled to receive:

i. if prior to the commencement of construction, the documented amounts incurred by Service Provider for the provision of services pursuant to this Agreement (including materials procured in good faith) prior to receipt of notice of termination from Site Host and without further liability of Site Host for costs or damages; or,

ii. if after the commencement of construction, the Early Termination Payment as provided under **Section 17(c)**, without further liability of Site Host for costs or damages. Site Host shall be entitled, in its sole discretion, either to purchase the System pursuant to **Section 25** or to require Service Provider to decommission the System in accordance with **Section 24**.

c. **Holdover.** the Term shall continue on a day-to-day basis from and after the last scheduled day of the Term in the event of Holdover (as referenced in **Section 25.b.**) beyond the last day of the Term.

4. **Rent, Payment Terms and Taxes.**

a. **Monthly Fee.** Site Host shall pay Service Provider for the performance of the Solar Services at the rate and intervals shown in **Exhibit 1** (“**Monthly Fee**”).

b. **Other Fees.** There will be no other charges or fees for the performance of this Agreement.

c. **Monthly Invoices.** Service Provider shall submit monthly invoices for payment in a format acceptable to Site Host, stating the total amount due from Site Host.

d. **Payment Terms.** Site Host will make reasonable efforts to make payments to Service Provider, as a small business, within fifteen (15) days of receipt of invoice but in any event shall make payment within sixty (60) days. Payment in accordance with the terms and conditions of this Agreement shall constitute the entire compensation due Service Provider for the Solar Services. Service Provider shall be paid for delivered/performed products and/or services properly authorized by Site Host in accordance with this Agreement. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by Site Host. All payments shall be effectuated by ACH (Automated Clearing House).

e. **Escalation/De-escalation.** This Agreement is not eligible for annual escalation/de-escalation adjustments.

f. **Taxes.** Site Host is a tax-exempt governmental entity and will provide evidence of its certification of tax-exempt status. Site Host shall not be responsible for any taxes that are imposed on Service Provider (including any property taxes on the System which shall be paid in all instances by Service Provider). Furthermore, Service Provider acknowledges and agrees that it cannot claim exemption from taxes by virtue of any exemption provided to Site Host. For purposes of this **Section 4(f)**, “**Taxes**” means any federal, state, or local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Service Provider’s revenues for Services under this Agreement, which shall be Service Provider’s responsibility.

g. **Receipt and Use of Electricity.** Site Host shall take delivery of all of the electric energy generated by the System during the Term. If Site Host takes service under a net metering program or rider, Site Host shall be responsible for delivering to the Utility Provider any electric energy generated by the System that is in excess of Site Host’s electric requirements at the time of delivery. If at any time Site Host needs more electric energy than is being produced by the System (“**Supplemental Energy**”), Site Host shall be solely responsible for purchasing that electric energy from another supplier, such as Site Host’s Utility Provider. Service Provider will not be in default of this Agreement and will not be responsible for any Supplemental Energy that Site Host may purchase to complement the electric energy produced by the System.

5. **Access and Use.**

a. **Access and Use.** Site Host hereby grants Service Provider a non-exclusive right to access and use the Site during the Term for the purposes set forth herein in accordance with and subject to the terms and conditions of this Agreement. Service Provider shall comply with the MNPD Background Check Policy, attached hereto as **Exhibit 11** and incorporated herein. Service Provider shall complete background checks for assigned individuals and subcontractors within two weeks following the Effective Date. Service Provider shall additionally complete background checks for any new employees of Service Provider or its subcontractors who will work at the Site. Service Provider shall be responsible for all background check fees and shall not be entitled to any reimbursement of such fees by Site Host. Service Provider must coordinate with Site Host before initially accessing the Site and for each subsequent visit. Service Provider shall comply with all of Site Host’s rules, policies,

procedures, or protocols for Site access, safety and security.

b. **Permitted Uses.** Service Provider shall have the right during the Term to do, or cause to be done, the following, in each case in accordance with all applicable legal requirements, all applicable protocols of the Site Host for access to the Site, and subject to not curtailing the ordinary use and operation of the Site by Site Host: (a) to construct and install the System on the Site; (b) to operate, maintain, clean, repair and replace part or all of the System upon prior written notice to Site Host, and at date(s) and time(s) agreed to in writing by all Parties; (c) to dispose of or remove the System or any part thereof upon prior written notice to Site Host, and at date(s) and time(s) agreed to in writing by all Parties; (d) to access the Site with guests for promotional purposes during normal operating hours and at other times as are acceptable to the Site Host in its reasonable business judgment, in each case as agreed to in advance in writing by all Parties and upon reasonable prior written notice to Site Host; (e) to install and maintain equipment necessary for remote monitoring of the System; (g) to conduct in-person physical inspections of the System and the Site; (h) to perform upgrades and improvements to the System from time to time; and (i) to perform all other tasks necessary or appropriate to carry out the activities set forth in this Agreement (the foregoing uses described in this Section 5.b. being collectively referred to as the “**Operations**”).

c. **Service Provider’s Exercise of Rights.** Service Provider may construct and install the System within the area of the Site identified on Exhibit 2, Attachment A; provided, however, that such construction and installation, and all Operations thereafter: (a) shall be in strict compliance with this Agreement and all applicable legal requirements, including OSHA; and (b) shall not otherwise materially interfere with Site Host’s use, operation, or maintenance of the Site.

d. **Utilities.** In connection with Service Provider’s construction, start-up, maintenance, repair, replacement and operation of the System, Site Host shall make available at the Site, Site Host’s existing and available utilities.

e. **Notice of Condition.** At any time upon reasonable request by a Party hereto, the other Party shall send a person to observe the condition of the System (during normal business hours except in the event of an emergency, in which case access to the System shall not be limited) and report back to the requesting Party on such observations. Each Party shall notify the other Party of any emergency relating to the System or the Site and the nature thereof as soon as reasonably practicable. Site Host shall notify Service Provider as soon as reasonably practicable following the discovery by Site Host of any material malfunction of the System, the interruption in the supply of solar energy from the System or any damage to the System. If Site Host becomes aware of any circumstances relating to the System that creates an imminent risk of damage or injury to the System, any person or any property, Site Host shall immediately notify Service Provider.

6. **Site and Solar Access Licenses.**

a. **Access and Use Rights.** Contemporaneously herewith, Site Host shall grant, bargain and convey to Service Provider the following rights:

i. **Construction License.** A temporary construction license over designated portions of the Site. The temporary rights shall include the right of available parking, access, and ingress to and egress from the System on, over, and across the necessary and applicable portions of the Site and access to solar panels and conduits to interconnect the System with the electric wiring at the Site as reasonably necessary for the purposes of designing, installing and removing the System. Such temporary rights shall survive the termination of this Agreement for the purpose of removing and decommissioning the System for such period as may be necessary, not to exceed one hundred twenty (120) Days following the termination of this Agreement.

ii. **Access License**. Subject to the terms of this Agreement, including, but not limited to, Sections 5 and 17, an irrevocable and non-exclusive license for access and use of the Site, on, under, over, and across the designated portions of the Site and any designated portions of any other portion of Site Host's property adjacent to the Site and owned or leased by Site Host to the extent necessary in order for Service Provider to exercise its rights and perform its obligations under this Agreement (collectively, the "**Access License Area**"), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the System on the Site, performing the Operations, or for achieving all the purposes set forth in this Agreement (the "**Use Rights**"). The Use Rights include the non-exclusive right to available parking, access, and ingress to and egress from the System on, over, and across the Access License Area during the Term for Service Provider and its employees, contractors and sub-contractors and access to solar panels and conduits. Service Provider acknowledges that any Use Rights on any portion of the Access License Area other than the actual System are subject to the concurrent nonexclusive use of the Access License Area and other portions of the Site, and Service Provider shall not cause any unreasonable interference with the normal use of the Site such that Site Host would not be able to use the Site or any adjacent Site Host property for its normal and intended use.

b. **Solar Access License**. Site Host acknowledges and understands that unobstructed access to sunlight ("**Insolation**") is essential to Service Provider's performance of its obligations and a material term of this Agreement. Hence, contemporaneously herewith, Site Host shall grant, bargain and convey to Service Provider during the Term, a license for access to naturally occurring and available sunlight on, over, and above designated portions of the Site and any designated portions of any other portion of Service Provider's property adjacent to the Site and owned or leased by Site Host (collectively, the "**Solar License Area**") for the free passage of solar radiation to the System. Site Host shall agree not to obstruct or allow any tenant or assignee of Site Host to obstruct, the passage of direct solar radiation across the Solar License Area to the solar modules of the System. Service Provider may request that existing trees and landscaping be pruned as may be reasonably necessary to avoid interference with the Solar License Area. Site Host shall not place or plant any trees, landscaping, structures, or improvements on the Site that may, in Service Provider's reasonable judgment, impede or interfere with the passage of direct solar radiation to the System's solar panels, unless Site Host has received prior written approval from Service Provider for any such trees, landscaping, structures, or improvements. If any reduction in Insolation is caused or permitted by Site Host without Service Provider's prior written consent, Service Provider shall be excused and released from its obligations under the Solar Production Guarantee during any such period of reduction.

c. Service Provider and Site Host agree to execute and record a Memorandum of Solar Lease with License substantially in the form of Exhibit 5 hereto to evidence the licenses granted in this Section 6.

7. **Title to Property**.

a. **Title to the Site**. Site Host represents and warrants to Service Provider that it has title to or a leasehold or other property interest in the Site, subject to no liens or encumbrances as of the Effective Date, in each case except as may be set forth in Exhibit 6. Except to the extent of a sale or assignment permitted under Section 8 hereof, Site Host shall at all times during the Term retain its interest in the Site, and all alterations, additions or improvements made to the Site by Site Host (which shall not in any manner be construed to include any part of the System) shall remain the property of Site Host. If reasonably required by Service Provider or Service Provider's title company, but at Service Provider's expense, Site Host shall execute and deliver instruments and such other documents as Service Provider or Service Provider's title company may reasonably require to confirm Site Host's interest in the Site.

b. **Title to System.** Site Host acknowledges and agrees that Service Provider is the exclusive owner and operator of the System and all equipment (including without limitation photovoltaic modules or panels, inverters, meters, wire, data monitoring equipment, and cabling), components and moveable property of Service Provider attached to or used in the operation of the System, and all alterations, additions or improvements made thereto, that no portion or component of the System is a part of, or fixture attached or to be attached to, the Site, notwithstanding the manner in which the System may be attached to any real property. The Parties acknowledge and agree that no component of the System was custom-fabricated for use in connection with the Site and that it is the express intention of the Parties that (x) neither the System nor any part thereof shall constitute fixtures and that (y) the agreements set forth in this Agreement are entered into and to be given full force and effect to the greatest extent permitted by applicable law notwithstanding any ruling by any court that the System constitutes or may constitute fixtures. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. SITE HOST SHALL NOT SELL, TRANSFER, ASSIGN OR ENCUMBER THE SYSTEM OR ANY PART THEREOF. Service Provider may record a UCC-1 Financing Statement (and periodic continuation statements with respect thereto during the Term) to protect Service Provider's ownership interest in the System as personal property, but in no event shall Site Host be responsible for any fees or costs associated with such filing. Service Provider shall not directly or indirectly allow, cause, record, create, file, incur, assume, or suffer to exist any filing for goods which are or will become fixtures, nor any filing which is recorded in county real estate records. Notwithstanding the foregoing, in the event Site Host purchases the System, or in the event Service Provider fails to decommission the System at the end of the Term or at such other time, in each case as is required by the terms of this Agreement, the System shall thereupon become the personal property of Site Host without the requirement of any additional action or documentation of transfer. In connection with any such transfer, Service Provider shall (i) take all commercially reasonable actions to remove any liens, security interests, or other encumbrances on the System, (ii) execute and deliver to Site Host any documents reasonably requested by Site Host to evidence that the System is free and clear of all such liens, security interests, and other encumbrances, (iii) file or cause to be filed UCC termination statements with respect to any UCC financing statements that may have been filed related to the System, and (iv) cooperate with Site Host to provide any additional documentation that may be reasonably required to ensure clear title to the System is transferred to Site Host.

c. **Quiet Enjoyment.** Subject to the terms of this Agreement, (i) Service Provider shall enjoy quiet and peaceful use, enjoyment and possession of its interests in the Site, free from any claim of any entity or person of superior title thereto without hindrance to or interference with or molestation of Service Provider's quiet enjoyment thereof, throughout the Term of this Agreement; and (ii) neither Site Host nor any person claiming by, through or under Site Host shall disturb Service Provider's quiet and peaceful use, enjoyment and possession of its interests in the Site. Service Provider will not disturb Site Host's quiet enjoyment of the System during the Term unless a Default Event (as defined in Section 17) has occurred and is continuing under this Agreement; provided, however, that Service Provider shall have the right to access the System to perform Service Provider's obligations under this Agreement.

d. **No Interference by Service Provider.** Service Provider hereby agrees, for itself, and all Service Provider's parties, its agents, employees, representatives, successors, and assigns, that it will not initiate or conduct activities that it knows or reasonably should know may have a reasonable likelihood of causing damage, impairing, or otherwise adversely affecting the Site or Site Host's use of it. Service Provider further covenants for itself and all Service Provider's parties that it will not (i) materially interfere with or prohibit the use and enjoyment by Site Host of the Site, subject to the terms of this Agreement; or (ii) take any action that may materially impair Site Host's access to the Site.

8. **Transfer of the Property; Subordination to Mortgage.**

a. Site Host shall give Service Provider not less than thirty (30) days' prior written notice of any proposed sale, ground lease, transfer or assignment, pledge or other alienation or encumbrances of all or any portion of the Site (a "**Transfer**"). Any such notice shall identify the transferee, the portion of the Site to be transferred, and the proposed date of the Transfer. Service Provider's consent shall not be required with respect to the consummation of any such Transfer by Site Host; provided, however, that for any such Transfer other than a Mortgage, the buyer, transferee, ground lessee or assignee, as applicable, shall agree in writing to be bound by the terms of this Agreement, and to assume the obligations of Site Host thereunder. Notwithstanding the foregoing, no such Transfer shall attach to the System or otherwise affect the ownership right of Service Provider in and to the System.

b. In the event Site Host has executed as of the Effective Date, or intends to execute in the future, any Mortgage in favor of a Mortgagee, Site Host and Service Provider shall use good faith commercially reasonable efforts to cause Service Provider and such Mortgagee to execute and deliver a subordination, non-disturbance and attornment agreement ("**SNDA**") in form and substance reasonably acceptable to Service Provider and such Mortgagee, pursuant to which Service Provider shall agree to subordinate its interest in the Site provided that such Mortgagee, among other things: (i) shall acknowledge and consent to the Service Provider's rights in the System subject to the terms of this Agreement; (ii) shall acknowledge that the Mortgagee has no interest in the System and shall not gain any interest in the System by virtue of the Parties' performance or breach of this Agreement or otherwise; and (iii) shall agree that if such Mortgagee succeeds to Site Host's interest in the Site, the terms and conditions of this Agreement shall bind such Mortgagee and continue in full force and effect, according to the terms thereof provided that Service Provider duly performs its obligation under the terms of this Agreement.

9. **Property and System Security; Health and Safety.**

a. **Site Security.** Site Host will provide security for the Site (and will endeavor to provide security for the System subject to any security measures implemented by Service Provider pursuant to Section 9.b.) to the extent of Site Host's normal security procedures, practices, and policies that apply to all Site Host's property as of the date hereof.

b. **Additional Security.** In addition to the security provided by Site Host, Service Provider may request the right to install additional security measures or equipment, at Service Provider's sole cost and expense, that Service Provider may determine to be reasonably necessary for the System. If Service Provider so requests, the Parties shall work together to agree upon any appropriate additional security measures and equipment; provided, however, that Service Provider acknowledges that: (a) any such additional security measures shall be at Service Provider's sole cost and expense; (b) Site Host must retain access to the System in the event of an emergency and as part of Site Host's normal security procedures, practices and policies; and (c) Site Host reserves the right to approve any such additional security measures or equipment, which approval shall not be unreasonably withheld, conditioned or delayed.

c. **Identification of Equipment.** Site Host agrees, at Service Provider's request, to (i) permit Service Provider to prominently label the System as Service Provider's personal property; (ii) not to disturb, remove or obscure, or permit any person other than Service Provider to disturb, remove or obscure such labeling; and (iii) to permit Service Provider to replace promptly any such labeling which may have been disturbed, removed or obscured.

d. **OSHA Compliance.** Both Parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in their performance under this Agreement.

10. Maintenance.

a. **Site Host's Obligations.** During the Term, Site Host, without interfering with the operation of the System: (a) shall maintain the Site in structurally sound and safe condition and repair; (b) shall maintain Site Host's electric system located on the Site in good condition and repair so as to be able to receive and use the solar energy generated by the System; (c) shall give Service Provider prompt notice of any damage to or defective condition in any part or appurtenance of the System or Site of which it becomes aware; and (d) shall exercise reasonable care to warn those lawfully on the System and/or the Site of existing dangers of which it becomes aware. Notwithstanding the foregoing, if any such repair, maintenance, damage or defective condition is caused by or arises out of the negligence or willful misconduct of Service Provider or Service Provider's parties, then Service Provider shall repair such damage or defective or dangerous condition at its sole cost and expense, whether or not Site Host has provided prior notice to Service Provider of such damage or defective or dangerous condition. Site Host shall maintain its connection and service contract(s) with its Utility Provider, or any successors thereto, so that Site Host can, upon any suspension or interruption of delivery of solar energy from the System, provide the Site with its full requirements for electric energy.

b. **Service Provider's Obligations.** During the Term, Service Provider, at Service Provider's sole cost and without materially interfering with the normal operation of the Site and the use thereof by Site Host and Site Host's parties in the ordinary course of business: (i) shall monitor the operation of the System on a daily basis; (ii) shall maintain the System and all areas of the Site used by Service Provider in operating the System in good clean condition and repair in accordance with Site Host's building rules and all applicable legal requirements; (iii) shall repair or replace any defective panels, modules or other equipment comprising the System in accordance with the schedule set forth in **Exhibit 10** as needed to maintain it in good working condition in accordance with prudent industry practices; (iv) shall give Site Host prompt notice of any damage to or defective condition in any part or appurtenance of the System or Site of which it becomes aware; (v) shall exercise reasonable care to warn those lawfully on the System and/or the Site of existing dangers of which it becomes aware; and (vi) shall promptly repair any damage to any portion of Site Host's property caused by or resulting from Service Provider's work or otherwise resulting from the construction, installation, operation, maintenance, and decommissioning of the System, including, without limitation, damage caused by water leakage as a result thereof. Notwithstanding the foregoing but subject to **Section 10(c)**, Service Provider shall not be responsible for any work done by others on any part of the System unless Service Provider authorizes that work in advance in writing. Further, if any repair, maintenance, damage or defective condition is caused by or arises out of the negligence or willful misconduct of Site Host or Site Host's parties, then Site Host shall be responsible for the costs and expenses thereof.

c. If Service Provider has defaulted on its obligation to repair any damaged or defective or dangerous conditions, then Site Host shall have the right, but not the obligation, to perform, or cause the completion of, any such obligations at Service Provider's sole cost and expense. Service Provider shall pay to Site Host the actual and documented reasonable cost of any such work within thirty (30) days of demand.

d. **Suspension.** Notwithstanding anything to the contrary herein, Service Provider shall be entitled to suspend operation of the System for the purpose of maintaining and repairing such System, and such suspension shall not constitute a breach of this Agreement; **provided**, that Service Provider shall use commercially reasonable efforts to minimize any interruption in the operation to the Site Host. Any such suspension shall not relieve Service Provider from meeting its Solar Production Guarantee as set forth herein.

e. **Clean Condition.** Service Provider shall not clutter the Site and shall promptly collect and dispose of any and all refuse, waste material and other trash created by Service Provider or Service

Provider's parties or resulting from the performance of the Service Provider's obligations.

f. **Warranty, Assignment – Consent Required.** Consistent with its maintenance obligations hereunder, Service Provider shall over the Term duly maintain, and when necessary due to equipment defect, malfunction, or failure, enforce all applicable warranties related to the System and its components. Subject to obtaining prior written consent from the Site Host, Service Provider may assign its warranty and maintenance obligations hereunder to an Affiliate or third party. In connection with obtaining the prior written consent of Site Host for such assignment, Service Provider shall disclose and provide Site Host in writing the name, address and telephone number of the person who will be assuming the maintenance and/or warranty obligation of the System.

11. Alterations, System Relocation.

a. **Alterations.** Site Host shall not make any alterations or repairs to the Site which could adversely affect the operation and maintenance of the System without Service Provider's prior written consent. If Site Host wishes to make such alterations or repairs, Site Host shall give prior written notice to Service Provider, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Service Provider the opportunity to advise Site Host in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Site Host shall be responsible for all damage to the System caused by Site Host or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work, and any replacement of the System after completion of Site Host's alterations and repairs, shall be done by Service Provider or its contractors at Site Host's cost. All of Site Host's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.

b. **Relocation of System.** If any temporary removal or interruption pursuant to Section 11(a) becomes or may become permanent, or if Site Host desires to materially alter, demolish or rebuild the Site, or if Site Host ceases to conduct operations at and/or vacates the Site prior to the expiration of the Term, Site Host shall have the option, but not the obligation, to provide Service Provider with a mutually agreeable substitute premises located within the same Utility territory as the Site and owned, leased or controlled by Site Host or an affiliate of Site Host. Site Host shall provide written notice to Service Provider at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make any such substitution. In connection with such substitution, Site Host shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) Access and Solar Access Licenses, which will be amended to grant rights in the real property where the System is relocated to; and (iii) Term, which will be the remainder of the Term of this Agreement and such amended agreement shall be deemed to be a continuation of this Agreement without termination. Service Provider may, at Site Host's cost and expense, amend the existing UCC-1 Financing Statement and/or to record with the Tennessee Secretary of State any such new UCC-1 Financing Statement (and to record periodic continuation statements with respect thereto throughout the remainder of the Term). Site Host shall provide such information reasonably requested by Service Provider in connection with any such recordings. Site Host shall pay all costs associated with relocation of the System, including but not limited to all costs and expenses incurred by or on behalf of Service Provider in connection with removal and decommissioning of the System from the Site, and installation and testing of the new System at the substitute site; and all applicable interconnection fees and expenses. If the substitute Site has inferior Insolation as compared to the original Site, Service Provider shall be entitled to revise the Expected Annual Production Notice (**Exhibit 8**) to account for any inferior Insolation expected at the substitute site, which revised Expected Annual Production Notice shall thereafter become applicable to the Solar Production Guarantee (**Exhibit 9**). If Site Host is unable to provide a suitable substitute Site and to relocate the System as provided, any early termination will be treated as a Default by Site Host.

12. Design and Construction.

a. **Project Design.** The project consists of the design, development and installation of one or more solar powered electric generation facilities with a total capability of producing up to approximately 120 kW DC of electric power at the Site. All such design shall be materially in accordance with all prudent industry practices and Service Provider shall be responsible for assuring that the design complies with all applicable legal requirements, interconnection agreements and other requirements of the Utility Provider.

b. **Construction.** At Service Provider's sole cost and expense, Service Provider will cause the System to be engineered, installed, and constructed substantially in accordance with all applicable legal requirements, Site Host's insurance requirements, prudent industry practices and any other applicable provisions of this Agreement and Contract No. 6559759 (collectively, "**Service Provider's Work**"). Service Provider shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Service Provider shall continue to be responsible for the quality of the work performed by its contractors and subcontractors. All construction, including but not limited to, any site preparation, landscaping or utility installation, shall be performed only by Service Provider or by independent contractors with demonstrated competence and experience in the construction of components of solar photovoltaic systems pursuant to written contracts with Service Provider or its contractors. Service Provider will promptly repair all damages to the Site resulting from Service Provider's activities, including but not limited to the installation, maintenance, repair, replacement, or removal of any part of the System. Such repairs shall include, without limitation, the repair of any roof leaks or other roof damage caused by Service Provider's Work and the mitigation of any water sheeting, pooling or leaking resulting from Service Provider's Work on the Site. Service Provider further expressly acknowledges and agrees that Service Provider's Work shall be performed so as not to result in the invalidation of any roof warranties applicable to Site Host's buildings on the Site.

c. **Consents and Permits.** Service Provider will use all commercially reasonable efforts to obtain, at its sole expense (including, without limitation, any associated plan review, permitting and other fees and processing expenses), any and all consents and permits (including, without limitation, any building permits) that Service Provider is required to obtain for the construction, operation, maintenance and testing of the System and any necessary modification to the System. Site Host will use all commercially reasonable efforts to obtain, at its sole expense, any and all consents and permits that Site Host is required to obtain for the lease of the System pursuant to this Agreement. Each Party will support and cooperate with, and not oppose, obstruct, or otherwise interfere in any means with the efforts of the other Party or its affiliates to obtain all consents and permits that are the responsibility of that other Party.

d. **Commercial Operation.** Service Provider shall use all diligent good faith efforts to achieve Commercial Operation of the System by the Anticipated Commercial Operation Date set forth on **Exhibit 1**. The System shall be deemed to have achieved "**Commercial Operation**" when Service Provider certifies to Site Host that the System: (a) has been completely installed, is mechanically and electrically sound, and has been tested and adjusted to the extent necessary; (b) is connected to Site Host's electrical system; (c) is functionally capable of producing output consistent with the Estimated Annual Production for the System as set forth on **Exhibit 2** and delivering such output through the metering system to the Delivery Point on a reliable basis in accordance with prudent industry practices; and (d) that Service Provider has made formal notification to the Utility Provider that the System is ready and available for testing by the Utility Provider. Upon achieving Commercial Operation, Service Provider shall: (x) demonstrate to the Site Host's authorized commissioning agent

that installation complies with the equipment manufacturer's requirements and meets operational performance and electricity production expectations; (y) deliver to Site Host a certificate (substantially in the form of **Exhibit 7** attached hereto) from a responsible officer of Service Provider stating that Commercial Operation has been achieved together with an Expected Annual Production Notice (substantially in the form of **Exhibit 8** attached hereto) showing the amount of solar energy production output that Service Provider expects will be produced by the System during each year of the Term based on final, as-built conditions; and (z) shall deliver to Site Host and any applicable Mortgagee of Site Host (1) copies of final statutory unconditional waivers from any Service Provider parties having lien rights; (2) copies of final as-built plans; and (3) copies of all executed interconnection agreements.

e. **Capacity Shortfall.** If the installed System capacity (in kW-DC) falls below that stated in Exhibit 2 (a "**Capacity Shortfall**"), the Monthly Fee applicable throughout the Term shall be reduced to an amount that equates to an implied cost of electricity supplied by the System of 11.6 cents per kWh.

f. **Solar Production Guarantee.** Service Provider guarantees the solar energy production output of the System over the Term as set forth in the Solar Production Guarantee attached as **Exhibit 9**.

13. Liens and Payment of Contractors and Suppliers.

a. **Site Host Liens.** Site Host shall not directly or indirectly allow, cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialmen's liens), charge, security interest, or encumbrance of any nature on or with respect to the System, or any interest therein, arising by, through or under Site Host, its contractors or subcontractors ("**Site Host Liens**"). If Site Host becomes aware of a Site Host Lien on the System, Site Host shall promptly give Service Provider written notice of such and shall, at its sole expense, promptly take such action as is necessary or appropriate to have such Site Host Lien bonded off, discharged and removed, or otherwise take such actions to ensure said Site Host Lien is not foreclosed upon.

b. **Service Provider Liens.** Service Provider shall not directly or indirectly allow, cause, create, incur, assume or suffer to exist any Lien with respect to any work performed by or on behalf of Service Provider or any of its contractors or subcontractors, or otherwise arising by, through or under Service Provider ("**Service Provider Liens**"), on or with respect to the Site, Site Host's property or any interest therein, or any other asset of Site Host excluding, subject to the terms of this Agreement, Service Provider's personal property interests in the System or equipment, which in no event shall become fixtures or cause or create any liens or encumbrances upon the Site, Site Host's property or any interest therein, or any other asset of Site Host. If Service Provider becomes aware of a Service Provider Lien on the Site or any other portion of Site Host's property, Service Provider shall promptly give Site Host written notice of same and shall, at its sole expense, promptly take such action as is necessary or appropriate to have such Service Provider Lien discharged and removed. Service Provider shall defend, indemnify, and hold harmless Site Host against all costs and expenses (including reasonable attorney's fees and court costs at trial and on appeal) incurred in discharging and releasing any such Service Provider Lien.

c. **Discharge and Removal of Liens by Other Party.** Upon the failure of the applicable Party to promptly discharge, remove or cause to be discharged or removed a Lien required to be discharged or removed under this **Section 13**, or else promptly to provide a bond in an amount and from a surety acceptable to the other Party to protect against such Lien, in each case, within thirty (30) Days after the applicable Party becomes aware of the existence thereof, the other Party may, but shall not be obligated to, pay, discharge or obtain a bond or security for such Lien and, upon such payment, discharge or posting of security therefor, shall be entitled immediately to recover from the applicable Party the amount thereof, together with all costs and expenses (including reasonable attorneys' fees

and court costs at trial and on appeal) incurred by the Party discharging the Lien in connection with such payment or discharge, or to set off all such amounts against any amounts owed by the Party discharging the lien to the other Party hereunder.

14. Conditions to Obligations.

a. **Conditions to Service Provider's Obligations.** Service Provider's obligations under this Agreement are conditioned on the completion of the following conditions to Service Provider's reasonable satisfaction on or before the Condition Satisfaction Date set forth in **Exhibit 1**:

i. Completion of a physical inspection of the Site to confirm that the structural integrity of the roof, as is, is sufficient to accommodate the System without material additional costs;

ii. Site Host shall have preserved the locations necessary for the siting of the System and its connection to Site Host's electric system as established during the design of the System;

iii. All necessary governmental filings or applications relating to the operation of the System shall have been completed and approved as applicable;

iv. All consents and permits shall have been obtained and any required regulatory approval relating to the System shall have occurred;

v. Execution of all necessary agreements with the Utility for interconnection of the System to the Site Host's electrical system and the Utility's electric distribution system; and

vi. Service Provider shall have obtained financing for the System on terms and conditions satisfactory to it.

b. **Failure of Conditions.** If any of the conditions listed in subsection (a) are not satisfied by the Condition Satisfaction Date, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the Parties are unable to negotiate new dates then Service Provider may terminate this Agreement upon ten (10) days written notice to Site Host without liability for costs or damages for either Party and without triggering a default under this Agreement.

c. **Commencement of Construction.** Service Provider's obligation to commence construction and installation of the System is conditioned on Service Provider's receipt of (A) proof of insurance for all insurance required to be maintained by Site Host under this Agreement or evidence that Site Host, as a local government, is self-insured in an adequately funded self-insurance program; (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Site that such person will recognize Service Provider's rights under this Agreement for as long Service Provider is not in default hereunder; and (C) a signed and notarized original copy of the Memorandum of Solar Lease with License substantially in the form attached hereto as **Exhibit 5**.

15. Interconnection and Metering.

a. **Interconnection.** Service Provider shall (a) timely request interconnection for the System and facilitate Site Host's entry into any interconnection study agreement(s) as may be required by Site Host's Utility Provider and (b) diligently seek an interconnection agreement between the Utility Provider and Site Host in accordance with all applicable requirements of the Utility Provider. If the Utility Provider requires interconnection costs which in Service Provider's reasonable judgment excessively increase Service Provider's costs, Service Provider shall notify Site Host of such issue. Service Provider and Site Host shall then confer in good faith to attempt to reach agreement as to how to handle such study costs and/or interconnection costs within fourteen (14) Days after such notice; if,

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within such fourteen-day period the Parties are unable to reach a resolution, Service Provider shall have the right within thirty (30) Days thereafter to terminate this Agreement by written notice to Site Host. Upon such termination by Service Provider, Site Host shall have no obligation to pay any Early Termination Payment. The interconnection agreement(s) shall be maintained throughout the Term of this Agreement and Service Provider shall comply with all obligations thereunder at its sole cost and expense. Site Host shall not be responsible under this Agreement for any costs and expenses (including overheads) incurred in connection with the design, construction, installation and maintenance of the interconnection facility. Service Provider is responsible for determining all transmission and/or distribution-related rules, practices and policies with which it must comply.

b. **Metering.** At Service Provider's sole cost and expense, Service Provider shall ensure that a metering system is designed, located, constructed, installed, owned, operated and maintained in accordance with prudent industry practices to measure and record the amount of solar energy delivered from the System to the Delivery Point ("**Metering System**"). Service Provider shall read each meter at the end of each calendar month and shall record the output delivered to Site Host. Service Provider shall make such metering data available to Site Host on an ongoing basis through an on-line monitoring platform, access to which shall be provided to Site Host at no additional cost. Service Provider shall inspect its meters at least annually and test them in accordance with the manufacturer's written recommendations. Service Provider shall be responsible for all costs and expenses incurred in connection with such inspections or tests. If Service Provider's Metering System or any component thereof is found to be defective or inaccurate, it shall be adjusted, repaired, replaced, or recalibrated as near as practicable to a condition of zero error by Service Provider at Service Provider's sole expense. Site Host and its representatives shall be entitled to be present at any test, inspection, maintenance, adjustments, and replacement of any part of the Metering System relating to obligations under this Agreement.

16. **Representations, Warranties and Covenants.**

a. **General Representations and Warranties.** Each Party represents and warrants to the other the following as of the Effective Date:

i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is a valid obligation of such Party, 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).

ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any governmental authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

b. **Site Host's Representations and Warranties and Covenants.** Site Host represents and warrants to Service Provider the following as of the Effective Date and covenants that throughout the Term:

i. **Authority over Site.** Site Host has title to or a leasehold or other beneficial property interest in the Site and with it the full right, power, and authority to grant the licenses in Section 6 hereof. Such grant of licenses does not violate any law, ordinance, rule or other governmental restriction applicable to Site Host or the Site. If Site Host does not own the Site, Site Host has obtained all

required consents from the owner to grant the said licenses and enter into and perform its obligations under this Agreement.

ii. **Other Agreements.** Neither the execution and delivery of this Agreement by Site Host nor the performance by Site Host of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Site Host is a party or by which Site Host or the Site is bound.

iii. **Accuracy of Information.** All information provided by Site Host to Service Provider, as it pertains to the System's physical configuration, Site Host's planned use of the Site, and Site Host's estimated electricity requirements, is accurate in all material respects.

iv. **Site Host Status.** Site Host is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.

v. **Hazardous Substances.** There are no hazardous substances at, on, above, below or near the Premises.

c. **Survival of Representations, Warranties and Covenants.** All representations, warranties and covenants made by Service Provider and Site Host in or under this Agreement shall survive the execution and delivery of this Agreement and any action taken pursuant hereto.

17. **Default, Remedies and Damages.**

a. **Default.** Any Party that fails to perform its responsibilities as listed below or causes any of the circumstances listed below shall be deemed to be the "**Defaulting Party**", the other Party shall be deemed to be the "**Non-Defaulting Party**", and each event of default shall be a "**Default Event**":

i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within thirty (30) days following receipt of written notice from the Non-Defaulting Party of such failure to pay (a "**Payment Default**");

ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;

iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made or repeated and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;

iv. Site Host loses or relinquishes its rights to occupy and enjoy the Site other than through a Transfer permitted under Section 8(a);

v. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty

(60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure; or

vi. Site Host fails to preserve the locations necessary for the siting of each System and its connection to Site Host's electric system as established during the System design or otherwise prevents Service Provider from installing the System or delivering electric energy from the System. Such Default Event shall not excuse Site Host's obligations to make payments that otherwise would have been due under this Agreement.

b. **General Remedies for Default Events.** Upon an Event of Default, the Non-Defaulting Party, without limiting the rights or remedies available under this Agreement, applicable law or in equity, shall have the right: (i) by written notice to the Defaulting Party to designate an early termination date for this Agreement; (ii) to withhold any payments due to the Defaulting Party under this Agreement until such Default Event is resolved; and/or (iii) suspend performance due to the Defaulting Party under this Agreement until such Default Event is resolved. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event. Notwithstanding the foregoing, should Service Provider fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any terms of this Agreement, Site Host shall identify the breach and Service Provider shall cure the performance within the timeframes set forth in Section 17(a). If Service Provider fails to satisfactorily provide cure, Site Host shall have the right to immediately terminate this Agreement. Such termination shall not relieve Service Provider of any liability to Site Host for damages sustained by virtue of any breach by Service Provider.

c. **Additional Service Provider Rights Upon Termination for Event of Default.** If Site Host is the Defaulting Party and Service Provider elects to terminate this Agreement pursuant to Section 17(b) subject to Service Provider's duty to mitigate in Section 17(e), Site Host shall pay a termination payment to Service Provider equal to, for the Contract Year in which termination is declared, the amount set forth on **Exhibit 4, Attachment A** attached hereto, which sum represents the net present value for that Contract Year (using a discount rate of 5%) of the remaining cumulative unpaid Monthly Fee over the Term post-termination, had the Term remained effective for the full Term ("**Early Termination Payment**"). It is agreed that the Early Termination Payment provided herein is a reasonable estimate of Service Provider's actual damages for Site Host's default, which would be extremely difficult to calculate at the time of default. In addition, Service Provider shall be entitled to decommission and remove the System at Site Host's sole cost and expense (within one hundred twenty (120) days of the effective date of Service Provider's notice of default). Site Host shall pay to Service Provider all of Service Provider's reasonable costs of such decommissioning within thirty (30) days of Service Provider's invoice to Site Host for such costs; provided that any cost to repair damage to the Site caused by Service Provider's negligence during such decommissioning shall be at Service Provider's sole cost and expense. Site Host shall also pay any other amounts previously accrued under this Agreement and then owed by Site Host to Service Provider.

d. **Additional Site Host Rights Upon Termination for Service Provider Default.** If Service Provider is the Defaulting Party and Site Host elects to terminate this Agreement, without limiting any of Site Host's rights or remedies available under this Agreement, applicable law, or in equity, including an action for damages, Site Host's remedies shall be determined as follows:

i. For any Default Event, Site Host may require that Service Provider decommission the System at Service Provider's sole cost and expense (or Site Host may remove and store the System at Service Provider's sole cost and expense, if Service Provider fails to commence to remove the System within one hundred twenty (120) Days after the early termination date);

ii. For any Default Event, Site Host may purchase all of Service Provider's right, title and

interest in and to the System for Fair Market Value of the System as determined under Section 26.b;

iii. In the case of a material fault by Service Provider that results in demonstrable economic harm to Site Host exceeding ten percent (10%) of the annual Monthly Fee payments and that continues uncured for more than ninety (90) days, Site host may seek a termination payment ("Service Provider Termination Payment") subject to Site Host's duty to mitigate in Section 17(e), and subject further to the following conditions and limitations:

1. The Service Provider Termination Payment shall be calculated as the sum of: (A) the net present value (using a discount rate of 5%) of the excess, if any, of the reasonably expected cost of electric energy from the Utility Provider over the aggregate Monthly Fee for the remainder of the Term post-termination, had the Term remained effective for the full Term; (B) all costs reasonably incurred by Site Host in re-converting its electric supply to service from the Utility Provider; (C) any removal costs incurred by Site Host; and (D) any and all other amounts previously accrued under this Agreement and then owed by Service Provider to Site Host.

2. For purposes of calculating the Service Provider Termination Payment: (A) the "reasonably expected cost of electric energy from the Utility Provider" shall be calculated based on the average cost of electricity from the Utility Provider during the twenty-four (24) months immediately preceding the termination date, with a maximum annual escalation rate of three percent (3%); (B) the Service Provider Termination Payment shall not exceed twenty percent (20%) of the original System cost; (C) the Service Provider Termination Payment shall not be triggered by defaults resulting from temporary System performance issues lasting less than thirty (30) consecutive days or forty-five (45) non-consecutive days in any twelve (12) month period, maintenance activities, or equipment repairs that are being diligently pursued by Service Provider; (D) the Service Provider Termination Payment shall not be less than zero.

3. Service Provider shall retain ownership of the System and shall have the right to decommission and remove the System at its own expense within one hundred twenty (120) days of the early termination date

e. **Mitigation of Damages.** The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages resulting from a Default Event. This obligation includes but is not limited to: (i) Site Host shall exercise commercially reasonable efforts to find an alternative service provider at competitive market rates before calculating any excess cost of energy for the Service Provider Termination Payment provided that if such commercially reasonable efforts prove unsuccessful, Site Host shall be entitled to the full Service Provider Early Termination Payment; (ii) Service Provider shall exercise commercially reasonable efforts to sell or re-let the System or its components, and all amounts received by Service Provider in connection with such sale or re-letting, less direct costs and expenses incurred by Service Provider, will be credited against the Early Termination Payment, provided that if such commercially reasonable efforts prove unsuccessful, Service Provider shall be entitled to the full Early Termination Payment; and (iii) both Parties shall cooperate in good faith to minimize costs and maximize benefits to both Parties notwithstanding the Default Event.

f. **Limitation of Remedies, Liability and Damages.** TO THE EXTENT PERMITTED BY TENNESSEE LAW, UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, OR OTHERWISE, EXCEPT FOR ANY SUCH DAMAGES AWARDED TO A THIRD PARTY IN A CLAIM INDEMNIFIED BY SERVICE PROVIDER HERETO. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO,

INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

Environmental Attributes and Environmental Incentives. As specified on Exhibit 1, Service Provider shall assign to Site Host all Renewable Energy Credits (RECs) and all other Environmental Attributes of the System's generation. Site Host's lease of the System under this Agreement does not include Environmental Incentives or the right to Tax Credits (as those terms are defined in this Section 18) or any other attributes of ownership and operation of the System, all of which shall be assignable to and retained by Service Provider (except where Site Host's rate tariff or other applicable law requires otherwise). Site Host shall cooperate with Service Provider in obtaining, securing and transferring all Environmental Incentives and receiving the benefit of all Tax Credits. Site Host shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Service Provider.

"Environmental Attributes" means any and all Renewable Energy Credits, solar energy credits (other than Tax Credits), carbon or greenhouse gas emission credits, and any other benefits, emissions reductions, offsets, rebates, incentives and allowances, howsoever entitled, directly attributable to the generation of electricity from the System that are in effect as of the Effective Date or that may come into effect in the future; provided, however, that Environmental Attributes do not include Tax Credits.

"Environmental Incentives" means any and credits, rebates, subsidies, payments, or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

"Governmental Authority" means any federal, state, county, municipal, regional or local governmental or regulatory authority, administrative agency, commission, department, board or court that has jurisdiction over either of the Parties to this Agreement or the subject matter of this Agreement, when referenced in this Agreement.

"Tax Credits" means investment tax credits, production tax credits, accelerated depreciation or other tax benefits available under the Internal Revenue Code or under corresponding sections (if any) of any state or local law relating to the construction, ownership or production of energy from the System.

18. Change in Law. If any Change in Law occurs that has a material adverse effect on the cost to Service Provider of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Site Host from Service Provider of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Service Provider shall have the right to terminate this Agreement without further liability to Site Host except with respect to payment of amounts accrued prior to termination. **"Change in Law"** means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Service Provider's obligations hereunder and which has a material adverse effect on the cost to Service Provider of performing such obligations; provided, that a change in federal,

state, county or any other tax law after the Effective Date of this Agreement shall not be a Change in Law pursuant to this Agreement.

19. Indemnification. Service Provider shall indemnify and hold harmless Site Host its officers, agents, and employees from: (i) any claims, damages, costs, and attorney's fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Service Provider, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of this Agreement; and (ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of Service Provider, its officers, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws. In any and all claims against Site Host, its officers, agents, or employees, by any employee of Service Provider, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Service Provider or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts. Site Host will not indemnify, defend or hold harmless in any fashion Service Provider from any claims arising from any failure, regardless of any language in any attachment or other document that Service Provider may provide.

20. System and Site Damage and Insurance.

a. System and Site Damage.

i. **Service Provider's Obligations.** If the System is damaged or destroyed other than by Site Host's negligence or willful misconduct, Service Provider shall promptly repair and restore the System to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the System is destroyed (based on estimated replacement value) during the last five (5) years of the Term, Service Provider shall not be required to restore the System, but may instead either (A) agree to pay for the cost of such restoration of the System or (B) terminate this Agreement and remove the System at Service Provider's sole expense in accordance with Section 25 hereof.

ii. **Site Host's Obligations.** If the Site is damaged or destroyed by Site Host's negligence or willful misconduct, such that the operation of the System and/or Site Host's ability to accept the electric energy produced by the System are materially impaired or prevented, Site Host shall promptly repair and restore the Site to its pre-existing condition; provided, however, that if more than 50% of the Site is destroyed (based on estimated replacement value) during the last five years of the Term, Site Host may elect either (A) to restore the Site or (B) to pay to Service Provider the Early Termination Payment, which for any given Contract Year, shall be the amount set forth on **Exhibit 4, Attachment A** attached hereto, and all other costs previously accrued but unpaid under this Agreement, and permit Service Provider to decommission and remove the System, upon receipt of such payment by Service Provider and completion of such decommissioning and removal this Agreement shall terminate.

b. **Insurance Coverage.** At all times during the Term, Service Provider shall maintain the following insurance:

i. **Service Provider's Insurance.** Service Provider shall acquire and maintain at its sole cost and expense: (a) commercial property insurance covering all risk of physical loss or damage to any or all of any System owned by Service Provider, with liability limits of not less than one hundred percent (100%) of the "full replacement value" thereof for all equipment, energy production units, systems, lines and other property or components, structures and other improvements comprising part of the System (such policy to be in broad form and including, without limitation, coverage of fire, extended coverage, vandalism, malicious mischief and storm); (b) commercial general liability

insurance, including contractual liability coverage, for ongoing and completed operations, with minimum liability limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (c) products liability insurance with coverage of at least \$1,000,000; (d) professional liability/errors & omissions insurance with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate; (e) automobile liability insurance for owned, non-owned and hired autos with minimum liability limits not less than \$1,000,000 per occurrence; (f) workers' compensation insurance with statutory limits required by the State of Tennessee and Employer's Liability Insurance with limits of \$1,000,000 each accident; and (g) any insurance required pursuant to an interconnection agreement.

Such insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Service Provider including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection to the above-listed insureds.

For any claims related to this Agreement, Service Provider's insurance coverage shall be primary insurance with respect to METRO, its officers, officials, employees and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of Service Provider's insurance and shall not contribute to it.

Automobile Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Service Provider.

Service Provider shall require each of its subcontractors to maintain Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance (unless such subcontractor's employees are covered by Service Provider's Workers' Compensation Coverage) in the same manner as specified for Service Provider. Service Provider shall require subcontractors to have all necessary insurance and maintain their certificates of insurance

Prior to commencement of services, Service Provider shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days' prior notice to:

PROCUREMENTCOI@NASHVILLE.GOV

Service Provider shall (i) provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance; (ii) replace certificates, policies, and/or endorsements for any insurance expiring prior to completion of services; and (iii) maintain such insurance from the time services commence until services are completed. Service Provider's failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Agreement.

Service Provider's insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to METRO Director of Risk Management Services.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to commencement of services.

If Service Provider has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

ii. **Site Host's Insurance.** The Metropolitan Government of Nashville and Davidson County is covered through a self-insurance program. The Metropolitan Government of Nashville and Davidson County is a metropolitan form of government as set out under the Governmental Tort Liability Act in TCA 29-20-101, et seq., and as such has its liability limits defined by law. The Metro Government is self-insured in an adequately funded Self-Insurance Program, up to the limits set out in the statute. This self-insurance is for the benefit of METRO only and provides no indemnification of any other entity whatsoever. The Self-Insurance Program may be evidenced, upon request, by a Certificate of Financial Responsibility, Statement of Self-Insurance Coverage, or other evidence of a self-insured insurance program.

c. **No Waiver of Liability.** The provisions requiring insurance under this Agreement shall not be construed as a waiver, restriction or limitation of any liability imposed on a Party under this Agreement, whether or not the same is covered by insurance. It is the intent of the Parties, however, that to the extent there is insurance coverage available to cover the legal and contractually assumed liability of a Party, any payments due as a result of such liability shall be made first from the proceeds of such policies.

d. **Policy Provisions.** Any insurance policy provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than thirty (30) days written notice before the insurance is cancelled or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise canceled or terminated; (ii) be written on an occurrence basis; and (iii) be maintained with companies either rated no less than A- as to policy holder's rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.

e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

21. Force Majeure. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by a force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of government, act of public enemy, or other cause of similar or dissimilar nature beyond its control. In the event performance is delayed by a force majeure event, the affected Party shall notify the other Party in writing within ten (10) business days of becoming aware of such event, detailing the circumstances and anticipated duration. The affected Party shall use commercially reasonable efforts to cure or overcome the effects of such force majeure event. If any individual force majeure event causes a delay in performance exceeding twelve (12) consecutive months, either Party may terminate this Agreement by providing written notice to the other Party, with no damages due to either Party. If force majeure events prevent substantial performance for a cumulative period exceeding eighteen (18) months during any five (5) year period, either Party may terminate this Agreement by providing written notice to the other Party, with no damages due to either Party.

22. Injunctive Relief. The Parties agree that a Party threatened with irreparable harm shall be permitted to seek at any time, in accordance with applicable laws, procedures, and the terms of this Agreement, injunctive relief relating to the performance of this Agreement from a governmental authority of appropriate jurisdiction. In addition, either Party may seek to enforce specifically the other Party's payment obligations hereunder, including a right to seek any and all unrecovered damages and expenses and other losses, costs and liabilities (including reasonable attorneys' fees and

expenses incurred or suffered by the first Party) as a result of or in connection with any payment default hereunder by the other Party.

a. **Continued Performance.** The Parties agree to continue performing their respective obligations under this Agreement while the dispute is being resolved unless and until such obligations are terminated or expire in accordance with the provisions of this Agreement.

23. Assignment or Transfer. Except as expressly permitted in this Section 23, this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party.

a. **By Site Host.** Site Host may sell, assign or transfer this Agreement or any portion thereof at any time without the consent of Service Provider provided such sale, assignment, or transfer is performed in accordance with Section 8.a. of this Agreement; and provided further that Site Host shall not encumber the System or any part thereof, interfere with Service Provider's title to the System, or otherwise change Service Provider's rights or obligations under this Agreement.

b. **By Service Provider.**

i. **Collateral Assignment.** Site Host acknowledges that Service Provider may be financing the construction and operation of the System through a financing party, and that Service Provider may assign the System and/or secure its obligations to such financing party without Site Host's prior consent by a pledge or collateral assignment of this Agreement and a first security interest in the System (a "**Collateral Assignment**"); provided, however, that such Collateral Assignment shall in no way constitute an amendment to this Agreement; shall only attach to the System and shall in no way attach to the Site, real property at the Site, Site Host's assets, or any other real or personal property of Site Host; shall not relieve Service Provider from its obligations under this Agreement; shall in no way limit Site Host's rights under this Agreement; and shall not expand the liability, risks or obligations imposed on Site Host under this Agreement.

ii. **Affiliate Assignment.** Service Provider may, with notice to Site Host and with Site Host's prior written consent, assign this Agreement to an affiliate or subsidiary or designate one or more such affiliates or subsidiaries to perform its obligations under this Agreement.

iii. **Changes of Control.** Service Provider may, with Site Host's prior written consent, assign this Agreement in connection with a Change of Control Transaction of Service Provider provided that Service Provider shall (i) give Site Host thirty (30) days prior written notice of such Change of Control Transaction, which notice shall identify the name, address, and telephone number of the proposed purchaser, assignee or transferee and the proposed date of the applicable sale, assignment or transfer; and (ii) provide Site Host with reasonable proof that the proposed assignee has comparable experience operating and maintaining solar photovoltaic systems like the System hereunder and the financial capability to maintain the System and provided the services contemplated by this Agreement. In addition, before the closing of any such proposed sale, assignment or transfer by Service Provider, the proposed purchaser, assignee or transferee of Service Provider: (a) shall agree in writing (in a manner reasonably satisfactory to Site Host) to assume all of Service Provider's obligations hereunder and to be bound by all the other terms thereof; (b) shall provide evidence reasonably satisfactory to Site Host that it has assumed all obligations of either Service Provider under any interconnection agreements, consents and permits pertaining to the System (and that the applicable Utility or other applicable Governmental Authority has approved such assumption by the proposed purchaser, assignee or other transferee); and (c) shall agree to cooperate with Site Host to comply with any legal requirements that result from such sale, assignment or transfer.

c. Any assignment of this Agreement made in compliance with the foregoing shall constitute an acceptance and assumption of such obligations by the assignee, a novation of the assignee in place of the assignor with respect to such obligations (and any related interests so transferred), and a release and discharge by the other Party of the assignor from, and an agreement by the other Party not to make any claim for payment, liability, or otherwise against the assignor with respect to, such obligations from and after the effective date of the assignment, provided that Service Provider shall be released from liability hereunder as a result of the foregoing permitted assignments in Section 24(b) only upon assumption of Service Provider's rights and/or obligations hereunder by the assignee. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

24. Removal of System at Expiration. Upon the expiration or earlier termination of this Agreement (provided Site Host does not exercise its purchase option), Service Provider shall remove all of its tangible property comprising the System from the Site on a mutually convenient date, but in no event later than one hundred twenty (120) days after the expiration of the Term ("**Return Date**"); provided, however, that such removal shall not include (i) internal conduit, wiring, or raceways that are integrated into Site Host's building or electrical infrastructure; (ii) any components that have been permanently incorporated in Site Host's electrical system; and (iii) any structural attachments or modifications made to accommodate the System where removal would cause material damage to Site Host's property. For clarity, Service Provider shall remove all solar panels, inverters, external racking and ballasting materials, visible external conduit, monitoring equipment, and other external and visible equipment comprising the System. Such removal shall be at Service Provider's expense unless the termination is due to Site Host's default or to an early termination by Site Host pursuant to Section 3(b). Excluding ordinary wear and tear, the Site shall be returned to its original condition including the removal of System mounting pads or other support structures. In no case shall Service Provider's removal of the System affect the integrity of Site Host's roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Service Provider shall leave the Site in neat and clean order. If Service Provider fails to remove or commence substantial efforts to remove the System by such agreed upon date, Site Host shall have the right, at its option, to remove the System to a public warehouse and restore the Site to its original condition (other than ordinary wear and tear) at Service Provider's cost. Site Host shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

a. **Inspection of Equipment.** Prior to the removal of the System, Service Provider shall inspect the System to determine if the System has been damaged by Site Host. If the results of such inspection indicate that the System, or any component thereof, has been damaged by the Site Host, then Site Host shall pay to Service Provider within thirty (30) days of demand the estimated cost ("**Estimated Cost**") of servicing or repairing the System or component thereof. The Estimated Cost shall be determined by Service Provider by obtaining two quotes for such service or repair work and taking their average. Site Host shall bear the cost, if any, incurred by Service Provider in obtaining such quotes.

b. **Holdover of Equipment.** If Site Host fails to permit Service Provider to retrieve the System on the Return Date ("**Holdover**"), Service Provider shall be entitled to damages equal to the higher of (i) the monthly charges for the System, pro-rated on a per diem basis, for each day the System is retained beyond the Return Date; or (ii) the daily fair market rental for the System on the Return Date. Notwithstanding such damages for retention of the System after the Return Date and the extension of the Term as a consequence of such Holdover, the leasing of the System by Site Host, and Site Host's rights and interest therein and to the benefits and proceeds therefrom, shall terminate on the last scheduled day of the Term without regard to such Holdover (but without prejudice to Site Host's

obligations under this Agreement, which shall continue) and shall not be interpreted as an extension or reinstatement of the Term. Site Host shall not be liable for any delay or failure to permit Service Provider to retrieve the System on the Return Date if such delay or failure is occasioned by force majeure, including, but not limited to, any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond Site Host's control.

c. **Retention of Rights.** All of Service Provider's rights contained in this Section 24 shall survive the expiration or other termination of this Agreement.

25. **Option to Purchase.**

a. **Option to Purchase.** At any point during the Term, so long as Site Host is not in default under this Agreement, Site Host may purchase the System from Service Provider for a purchase price equal to the Fair Market Value, as defined in Section 25.b., of the System. Site Host must provide a notification to Service Provider of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Term, as applicable, and the purchase shall be completed prior to the end of the applicable Contract Year or the Term, as applicable. Any such purchase shall be on an as-is, where-is basis, and Service Provider shall not provide any warranty or other guarantee regarding the performance of the System, provided, however, that Service Provider shall assign to Site Host any manufacturers warranties that are in effect as of the purchase date, and which are assignable pursuant to their terms.

b. **Determination of Fair Market Value.**

i. **"Fair Market Value"** means the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, and shall not be valued as scrap if it is functioning and in good condition (making appropriate deductions for the costs of removal from a current location). Service Provider shall give written notice to Site Host of its determination of Fair Market Value along with a full explanation of its calculation of same, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values.

ii. If Site Host reasonably objects to Service Provider's determination of Fair Market Value within thirty (30) days after Service Provider has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein 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. The costs of the appraisal shall be borne by the Parties equally. If the Parties fail to reach an agreement on the Fair Market Value, Site Host may withdraw its request to purchase the System. Upon purchase of the System, Site Host will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Service Provider shall have no further liabilities or obligations hereunder.

26. **Confidentiality and Publicity.**

a. **Confidentiality.** Subject to the provisions of the Tennessee Public Records Act, if either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Site Host's business ("**Confidential Information**") to the other or, if in the course of negotiating or performing under this Agreement a Party receives Confidential Information from the other Party, the receiving Party shall (a) protect Confidential Information from disclosure to third parties with the same degree of care accorded its own Confidential Information; and (b) refrain from using such Confidential Information except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the system. Subject to the provisions of the Tennessee Public Records Act, notwithstanding the foregoing, a Party may provide such Confidential Information to its (i) officers, directors, members, managers, employees; (ii) agents, contractors, affiliates, lenders, and potential assignees; and (iii) to its consultants, attorneys, accountants, or similar professional advisors but in each case only to those persons who need to know such information in connection with the performance of their duties or services in furtherance of this Agreement and on condition that any such recipient of Confidential Information shall be informed by the Party disclosing it of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. Subject to the provisions of the Tennessee Public Record Act, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. Subject to the provisions of the Tennessee Public Records Act, all Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. To the extent permitted by Tennessee law, each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 26.a. by the receiving Party or its representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 26.a. To the extent permitted by Tennessee law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 26.a. but shall be in addition to all other remedies available at law or in equity. Nothing in this section shall prohibit Site Host from disclosing information that is classified as a public record under the Tennessee Public Records Act. The provisions of this section are not intended to cover any information which is classified as a public record under the Tennessee Public Records Act.

b. Notwithstanding any other provision in this Agreement, the Parties acknowledge that (i) Site Host is subject to the Tennessee Public Records Act, Tenn. Code Ann. § 10-7-501 et seq.; (ii) any conflict between the terms of this Section 26 and the Tennessee Open Records Act shall be resolved in favor of such statute; and (iii) the Tennessee Public Records Act grants Tennessee citizens the right to access state, county and municipal "Public Records," defined as "all documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings, or other material, regardless of physical form or characteristics, made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental entity." A disclosure of Confidential Information that is compelled to be disclosed under the Tennessee Public Records Act, subpoena, summons, Freedom of Information Act, or other applicable federal, state, or local law or judicial or governmental process, shall not be considered a breach of this Agreement.

c. **Permitted Disclosures.** Notwithstanding the foregoing, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena, (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of

confidentiality.

d. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and Environmental Incentives and any related reporting rights.

27. **Miscellaneous Provisions**

a. **Governing Law.** The validity, construction, and effect of this Agreement and any and all extensions and/or modifications hereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that Service Provider may provide.

b. **Venue.** Any action between the Parties arising from this Agreement shall be maintained in the courts of Davidson County, Tennessee.

c. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed, or electronically sent in PDF form to it as an original document.

d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 16 (Representations, Warranties and Covenants), Section 17(f) (Limitation of Remedies, Liability and Damages), Section 19 (Indemnification), Section 20(b) (Insurance Coverage), Section 22 (Injunctive Relief), Section 24 (Removal of System at Expiration), Section 26 (Confidentiality and Publicity), Section 27(a) (Governing Law), Section 27(b) (Venue), Section 27(c) (Notices), Section 27(g) (Non-Dedication of Facilities), Section 27(h) (No Partnership), Section 27(i) (No Third Party Beneficiaries), and Section 27(l) (Full Agreement, Modification, Invalidity, Counterparts, Captions).

e. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

f. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or

reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver of any provision of this Agreement shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

g. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof for public utility purposes. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Service Provider is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Service Provider does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Service Provider shall have the right to terminate this Agreement without further liability, and Service Provider shall remove the System in accordance with Section 25 of this Agreement.

h. **No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.

i. **No Third-Party Beneficiaries.** Except for permitted assignees, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

j. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Service Provider certifies that to the best of its knowledge and belief, neither Service Provider nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under contracts of Site Host.

k. **Boycott of Israel.** Service Provider certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tennessee Code Annotated § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

l. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

m. **UCC Filings.** SERVICE PROVIDER MAY AUTHENTICATE AND/OR FILE A UCC FINANCING STATEMENT AND AMENDMENTS WITH THE TENNESSEE SECRETARY OF STATE TO SECURE OR PROTECT SERVICE PROVIDER'S INTEREST IN EQUIPMENT AS PERSONAL PROPERTY. Site Host hereby ratifies, to the extent permitted by law, all that Service Provider shall lawfully and in good faith do or cause to be done by reason of and in compliance with the

terms of this Agreement. Site Host shall provide written notice to Service Provider at least thirty days prior to any contemplated change in Site Host's name, jurisdiction of organization or chief executive office address.

[signatures on following page]

IN WITNESS WHEREOF, Service Provider and Site Host have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Site Host:

Metropolitan Government of Nashville and Davidson County

Signature: Jennifer Westerholm

Printed Name: Jennifer Westerholm

Title: Assistant Director, Metro General Services

Date: 4/15/2025 | 3:44 PM CDT

Service Provider:

Cherry Street Asset Management Holdings, LLC

Signature: [Signature]

Printed Name: Michael Chanin

Title: CEO

Date: 4/15/2025 | 2:19 PM CDT

Signature Page

For Solar Lease agreement at Southeast Police Precinct for General Services Department

In WITNESS WHEREOF, the parties have by their duty authorized representatives set their signatures :

Metropolitan Government of Nashville and Davidson County :

Jennifer Westerholm

General Services Department

Date: 4/17/2025 | 4:46 PM CDT

Approved As of Availability of Funds:

Jennine Reed/mjw

JR

Director of Finance

Date: 4/18/2025 | 11:35 AM CDT

Department of Finance

Approved As to Risk and Insurance:

Balagun Cobb

B

Director of Insurance

Date: 4/17/2025 | 5:08 PM CDT

Approved as to form and Legality:

Devin C. Smith

Metropolitan Attorney

Date: 4/17/2025

Exhibit 4
Attachment A
Early Termination Payment

Contract Year	Termination Payment Amount
1	\$281,083.54
2	\$276,852.83
3	\$272,410.58
4	\$267,746.22
5	\$262,848.65
6	\$257,706.19
7	\$252,306.61
8	\$246,637.06
9	\$240,684.02
10	\$234,433.34
11	\$227,870.11
12	\$220,978.73
13	\$213,742.78
14	\$206,145.03
15	\$198,167.40
16	\$189,790.88
17	\$180,995.54
18	\$171,760.43
19	\$162,063.56
20	\$151,881.85
21	\$141,191.05
22	\$129,965.72
23	\$118,179.12
24	\$105,803.19
25	\$92,808.46
26	\$79,163.99
27	\$64,837.31
28	\$49,794.28
29	\$33,999.11
30	\$17,414.18
After Year 30	Fair Market Value

End of Exhibit 4

Exhibit 5

FORM OF MEMORANDUM OF SOLAR LEASE WITH LICENSE

See attached

After recording, return to:

Cherry Street Energy, LLC

1000 Marietta St NW, #290

Atlanta, Georgia 30318

Attention: Kurt Ebersbach

Email: kurt@cherrystreetenergy.com

TAX PARCEL ID # 149 00 0 327.00

RECORDING COVER PAGE

MEMORANDUM OF SOLAR LEASE WITH LICENSE

LICENSOR: METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON
COUNTY

LICENSEE: CHERRY STREET ASSET MANAGEMENT HOLDINGS, LLC

DATE: _____, 2025

MEMORANDUM OF SOLAR LEASE WITH LICENSE

THIS MEMORANDUM OF SOLAR LEASE WITH LICENSE ("Memorandum") is made as of _____, 2025 by and between Metropolitan Government of Nashville and Davidson County (hereinafter referred to as "Site Host") and Cherry Street Asset Management Holdings, LLC, a Georgia limited liability company (hereinafter referred to as "Service Provider").

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Site Host and Service Provider hereby agree as follows:

1. Premises. Subject to the terms and conditions of that certain Solar Services Agreement by and between the parties hereto dated and effective April __, 2025 (the "Solar Lease"), all of which terms and conditions are incorporated herein by reference, Site Host has licensed to Service Provider, and Service Provider has received from Site Host a license (the "License") affecting that certain property described on Exhibit "A" attached hereto (hereinafter, the "Premises"). The License includes access and use rights, and solar access rights, as more fully set forth in the Solar Lease.

2. Term. The term of the License shall commence on the Effective Date and shall continue for the duration of the Solar Lease, including any renewals thereof, and shall expire on the date that is the one hundred twentieth (120th) day following the date of the termination of the Solar Lease or any Renewal Term thereof.

3. Incorporation of Solar Lease. The provisions set forth in the Solar Lease are hereby incorporated into this Memorandum as if set out in full herein. Nothing contained herein is intended to or does change or modify any of the terms or provisions of the Solar Lease, or the rights, duties, obligations, conditions or agreements created thereby, all of which remain in full force and effect. In the event of any conflict or inconsistency between the terms of this Memorandum and the terms of the Solar Lease, the terms of the Solar Lease shall govern and control for all purposes. All terms not defined herein shall have the meaning ascribed in the Solar Lease.

4. System Ownership. Site Host acknowledges and agrees that Service Provider is the exclusive owner and operator of the System provided for in the Solar Lease, and all equipment (including without limitation photovoltaic modules or panels, inverters, meters, wire, data monitoring equipment, and cabling), components, and moveable property of Service Provider attached to or used in the operation of the System, and all alterations, additions, or improvements made thereto; and that no portion or component of the System is a part of, or fixture to, the Premises, notwithstanding the manner in which such System is or may be attached to any real property. The parties acknowledge and agree that no component of the System was custom-fabricated for use in connection with the Premises, and that it is the express intention of the parties that (i) neither the System nor any part thereof shall constitute fixtures, and that (ii) the agreements set forth in the Solar Services Agreement are entered into and given full force and effect to the greatest extent permitted by applicable law notwithstanding any ruling by any court or regulatory agency or authority that such System constitutes a fixture. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.

5. Governing Law. This Memorandum is to be construed in accordance with and governed by the laws of the State of Tennessee. All capitalized terms used herein shall have the same meaning designated for such terms as in the Solar Services Agreement.

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be executed under seal, as of the date first above written.

SITE HOST:

Signed, sealed and delivered in the presence of:

METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

Unofficial Witness

By: _____ *Jennifer Westerholm*

Print name: _____Jennifer Westerholm_____

Notary Public
My Commission Expires: _____

Title: _Assistant Director, Metro General

Services Department_____

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

SERVICE PROVIDER:

CHERRY STREET ASSET MANAGEMENT
HOLDINGS, LLC

Unofficial Witness

By: _____ *Michael Chanin* _____

Notary Public
My Commission Expires: _____

Print name: _Michael Chanin_____

Title: _CEO_____

[NOTARY SEAL]

EXHIBIT "A"

Legal Description of Property

Tract 1:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of First Revision-Lot 1, P.U.D. Boundary Plat and Subdivision plat, K-Mart Corporation, of record in Instrument No. 20010515-0050280, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Tract 2:

Land in Davidson County, Tennessee, being Lot No. 3, P.U.D. Boundary Plat and Subdivision Plat, Kmart Corporation, of record in plat Book 7900, Page 289, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Tract 3:

Land in Davidson County, Tennessee, being Lot No. 4, P.U.D. Boundary Plat and Subdivision Plat, Kmart Corporation, of record in Plat Book 7900, Page 289, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Tract 4:

Land in Davidson County, Tennessee, being Lot No. 6, P.U.D. Boundary Plat and Subdivision Plat, Kmart Corporation, of record in plat Book 7900, Page 289, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

The herein described Tracts 1-4 being part of the same property conveyed by Special Warranty Deed from Kmart Corporation, a Michigan corporation to Richland South, LLC, a Tennessee limited liability company, as recorded on the 8th day of May, 2017 in Instrument No. 20170508-0045339 and part of Warranty Deed from First Atlantic Management Corp., a Florida Corporation to Kmart Corporation, a Michigan corporation, as recorded on the 4th day of December, 1986 in Deed Book 7059, Page 710, in the Register's Office of Davidson County, Tennessee.

Tract 5:

Land in Davidson County, Tennessee, being Lot No. 7, P.U.D. Boundary Plat and Subdivision Plat, Kmart Corporation, of record in plat Book 7900, Page 289, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being a portion of the same property conveyed to K-Mart Corporation, a Michigan corporation by First Atlantic Management Corp., a Florida corporation of record in Book 7059, Page 710 and also being a portion of the same property conveyed to K-Mart Corporation, a Michigan corporation by Sam Sanders, Jr of record in Book 8319, Page 757 and also being a portion of the same property conveyed to Troy CMBS Property, LLC, a Delaware limited liability company by K-Mart Corporation, a Michigan corporation of record in Book 10386, Page 967; Merger of Troy CMBS Property, LLC into Kmart Corporation by Affidavit of Facts recorded at Instrument No. 20170508-0045337 and part of Special Warranty Deed from

[description continues on next page]

Kmart Corporation, a Michigan corporation to Richland South, LLC, a Tennessee limited liability company, as recorded on the 8th day of May, 2017 in Instrument No. 20170508-0045339, in the Register's Office of Davidson County, Tennessee.

Running with the above-described tract is a Detention Pond Easement being more particularly described as follows:

To reach the point of beginning, begin at an iron pin set at the corner of Lot No. 7 where it intersects the right-of-way of Shiaway Drive cul-de-sac; thence, with the Westerly line of Lot No. 7 S 33°24'04"W, 124.34 feet to the true point of beginning; thence,

1. With the Westerly line of Lot No. 7 S33°24'04" W, 185.0 feet to an iron pin; thence,
2. Continuing with the West line of Lot No. 7 S19°26'49" E, 251.00 feet; thence,
3. Leaving Lot No. 7 and severing Sam Sanders, Jr. property N73°28'14"W, 416.04 feet to an iron pin; thence,
4. N 13°33'52" E, 283.50 feet to an iron pin; thence,
5. S89°32'11" E, 350.64 feet to the point of beginning and containing 108,985 square feet or 2.5 acres.

Being Exhibit "C", Detention Pond Easement as described in Easement Agreement recorded in Book 8319, Page 761, R.O.D.C., Tennessee.

Together with the rights and interest as described in the Declaration of Easements, Restrictions and Operating Agreements dated September 24, 1991 recorded in Book 8451, Page 495.

Exhibit 6

LIENS AND ENCUMBRANCES

Site Host represents and warrants to the Service Provider on the date of this Agreement and throughout the Term that:

1. **Site Host Legal Name and Location**

Site Host is a metropolitan government having the following legal name and its principal place of business is located at the following address:

Metro Government of Nashville and Davidson County

Entity Legal Name

700 President Ronald Reagen Way

Street Address

Nashville, TN 37210

City, County, State and zip code

Site Host has provided Service Provider with a true, correct and complete copy of Site Host’s organizational documents, and any amendments thereto, and the same are in full force and effect.

2. **Ownership or Lease of property.**

[X] Site Host is the owner of the property on which the Site is located; or

[] Site Host has a leasehold interest in the property on which the Site is located and the name and address of the owner of the property is the following:

Street Address

City, County, State and zip code

4. **Legal Description of Property**

Site Host has provided Service Provider with a true and correct legal description of the property at which the Site is located.

5. **Liens and Encumbrances**

N/A

Exhibit 7

FORM OF CERTIFICATE OF COMMERCIAL OPERATION

CERTIFICATE OF COMMERCIAL OPERATION

This Certificate of Commercial Operation, dated as of __, 202__ is made pursuant to that certain Solar Services Agreement, dated as of ____, 202__ (the "Agreement") between Cherry Street Asset Management Holdings, LLC, a Georgia limited liability company (hereinafter referred to as "Service Provider") and ____ ("Site Host").

____ hereby certifies to Site Host that: (a) he/she is the ____ of Service Provider and has personal knowledge of the matters set forth herein; and (b) "Commercial Operation" (as such item is defined in the Agreement) was achieved at the ____ System on _____, ____.

____ (SEAL)

Exhibit 8**EXPECTED ANNUAL PRODUCTION NOTICE**

[to be provided upon completion of System installation]

The values shown in the chart below are estimated production figures as of the Effective Date. At Commercial Operation, Service Provider shall furnish Site Host an updated version of this Notice with any revisions to these values based upon final, as-built conditions. Any resulting production shortfall shall be handled in accordance with Section 12(e).

Contract Year	Solar Production (kWh)
1	169,234
2	168,388
3	167,546
4	166,708
5	165,875
6	165,045
7	164,220
8	163,399
9	162,582
10	161,769
11	160,960
12	160,155
13	159,355
14	158,558
15	157,765
16	156,976
17	156,991
18	155,410
19	154,633
20	153,860
21	153,091
22	152,325
23	151,564
24	150,806
25	150,052
26	149,302
27	148,555
28	147,812
29	147,073
30	146,338

* The expected annual production figures provided above were generated using PV SYST (Photovoltaic System Simulation Software) and assume average weather conditions. Actual

production results will vary based upon actual weather conditions at the Site.

** The expected annual production figures provided above incorporate the solar panel manufacturer's published annual degradation factor of 0.5% per year.

Exhibit 9

Solar Production Guarantee

In consideration for Site Host's entering into the Solar Services Agreement between Cherry Street Asset Management Holdings LLC ("**Service Provider**") and ("**Site Host**") related to the System at the Site (the "**Agreement**"), this Solar Production Guarantee (the "**Guarantee**") is entered into by the parties listed below (each a "**Party**" and collectively the "**Parties**") as of the date signed by Service Provider below (the "**Effective Date**").

This Guarantee sets forth the terms and conditions of a solar production guarantee provided by Service Provider in conjunction with the Agreement. Capitalized terms not otherwise defined herein have the meanings given such terms in the Agreement. The term of this Guarantee will be concurrent with the term of the Agreement.

1. Guarantee. Service Provider guarantees the solar energy production output of the System over the Term as follows:

a. Through Contract Year 20, Service Provider guarantees that the Actual Annual Production of the System on a weather-adjusted basis (the "**Weather-Adjusted Actual Annual Production**") shall meet or exceed ninety percent (90%) of the Expected Annual Production as shown on the Expected Annual Production Notice delivered to Site Host upon Commercial Operation pursuant to Section 12(d)(y) of the Agreement.

b. During Contract Years 20 through 30, Service Provider guarantees that the Weather-Adjusted Actual Annual Production shall meet or exceed eighty percent (80%) of the Expected Annual Production shown on the Expected Annual Production Notice delivered to Site Host upon Commercial Operation pursuant to Section 12(d)(y) of the Agreement.

c. For purposes of the above guarantees, "**Actual Annual Production**" means the amount of solar energy production (in kWh) delivered to Site Host during the Contract Year in question as recorded by the Metering System plus the amounts, if any, of reduced solar generation (in kWh) resulting from any of the Exclusions set forth in Section 4 of this Solar Production Guarantee.

"**Weather-Adjusted Actual Annual Production**" means the figure resulting from normalization of Actual Annual Production to Expected Annual Production to correct for the influence of weather on any observed deviation between Actual Annual Production and Expected Annual Production using the following methodology: (i) using PVSyst and Actual Weather Data to produce a revised Expected Annual Production figure for the Contract Year in question; (ii) calculating a ratio of the original Expected Annual Production to the revised Expected Annual Production; and (iii) applying such ratio to Actual Annual Production for the same Contract Year, as expressed by the following formula:

Weather Adjusted Annual Production = Actual Annual Production * (original Expected Annual Production / Revised Expected Annual Production)

"**Actual Weather Data**" means local weather data for the Contract Year in question as available from one of the following sources, in descending order of preference: (i) available data from a locally installed weather station at the Site owned and properly maintained by Service Provider; (ii) satellite data provided by a third-party vendor of Service Provider; or (iii) such other reasonable method as may be determined by Service Provider.

2. Performance Shortfall or Exceedance. If at the end of each Contract Year the Weather-Adjusted Actual Annual Production is:

a. **Less** than the amount guaranteed in Section 1 hereof (a “**Performance Shortfall**”), then Service Provider shall pay Site Host an amount equal to (i) the Performance Shortfall (in kWh) multiplied by (ii) the Performance Guarantee Payment Rate for that Contract Year. The “**Performance Guarantee Payment Rate**” shall be equivalent to Site Host’s average cost, in cents per kWh, of electricity supplied to Site Host by its Utility for the Contract Year in question, calculated by dividing Site Host’s total electricity bills for the Site for such Contract Year by the total kWh supplied by the Utility to the Site over the same period. The resulting payment (“**Performance Guarantee Payment**”) shall be made as set forth in Section 3 below.

b. **greater** than one hundred percent (100%) of Expected Annual Production for such Contract Year (a “**Performance Exceedance**”), then the amount of excess production (in kWh) shall be carried over into the succeeding Contract Year and credited against any Performance Shortfall for the succeeding Contract Year. For the avoidance of doubt, any such Performance Exceedance may be credited only against a Performance Shortfall in the immediately succeeding Contract Year. Further, no payment shall be due from Site Host for any Performance Exceedance during the Term.

3. Annual Statement; Payment. Within sixty (60) days of the end of each Contract Year, Service Provider shall deliver to Site Host a statement detailing Weather-Adjusted Actual Annual Production against the guaranteed production for such Contract Year, along with the Performance Guarantee Payment, if applicable, for any Performance Shortfall.

4. Exclusions. The guarantee set forth in Section 1 herein does not apply to the extent of any reduced generation from the System due to the following (including the downtime for repair, replacement or correction):

- a. Force Majeure, as defined in the Agreement (**Exhibit 3, Section 22**).
- b. Equipment failure or damage to the System not caused by Service Provider (e.g., vandalism) not to exceed a maximum of twenty (20) days per Contract Year on a cumulative basis. This exclusion does not include routine equipment failure due to normal wear and tear.
- c. Theft of the System or any component thereof necessary to System functioning.
- d. Grid failure or curtailment or reduction of energy production required by the Utility or grid operator.
- e. Site Host’s failure to perform, or breach of, Site Host’s obligations under the Agreement.

IN WITNESS WHEREOF, Service Provider and Site Host have caused this Agreement to be executed by their duly authorized representatives this ____ day of _____, 2025.

[signatures appear on following page]

Exhibit 10

O&M Schedule

The following schedule governs Service Provider's repair and replacement obligations per Section 10(b)(iii) of the Agreement. Service Provider shall respond to and remedy any System malfunction or failure as follows:

(a) **Initial Response**: Service Provider shall respond to any notification of System malfunction within two (2) business days of discovery or notification.

(b) **Repair Timeframes**: Subject to parts availability, weather conditions, or other factors outside Service Provider's reasonable control, Service Provider shall complete repairs within the timeframes set forth below:

- (i) Critical Failures (50-100% production loss): within ten (10) business days of initial response.
- (ii) Minor Failures (<50% production loss): within twenty (20) business days of initial response.

(c) **Extended Repairs**: If repairs cannot reasonably be completed within the timeframes specified above due to parts availability, weather conditions, or other factors outside Service Provider's reasonable control, Service Provider shall provide Site Host with a written repair plan including estimated completion date within five (5) business days of determining that extended repairs are necessary; provided, however, that if System outages exceed twenty (20) days on a cumulative basis in any Contract Year, each day beyond the twentieth (20th) day shall not be eligible for exclusion from the Solar Production Guarantee under Section 4(b) thereof.

Exhibit 11

MNPD Background Check Policy

MNPD IT Background Check Process

Standard Operating Procedure

01/31/2024

Purpose:

This Standard Operating Procedure (SOP) defines the Police Information Technology Division's support personnel security approval process which allows unescorted access in MNPD secured facilities and/or access to law enforcement information as necessary. This process is required by the Tennessee Bureau of Investigation and fully supports the requirements documented in the CJIS Security Policy which govern MNPD's access to the National Criminal Information System (NCIC). This Police IT SOP outlines the background check process for the 4 categories of support personnel:

- **Category 1 (Basic CJI Role):**
Maintenance/support/contract personnel who need unescorted physical access in Police Secured areas, but do not need any logical (electronic) access. (This role is designed for people who have access to a secure area but not authorized to use CJI)
- **Category 2 (General CJI Role):**
Metro government officials who need to review any CJIS technology infrastructure information, including detailed MNPD Network or Radio systems audit, schematic, or description documents. (This role is designed for people who are authorized to access an information system that provides access to CJI)
- **Category 3 (Privileged CJI Role):**
I.T. Personnel who need physical or logical (electronic) access to MNPD network infrastructure, Mobile Data Computer, Desktop, Laptop or Handheld devices. (This role is designed for all information technology personnel including system administrators, security administrators, network administrator, etc.)
- **Category 4 (Security CJI Role):**
Metro government officials with the responsibility to ensure the confidentiality, integrity, and availability of CJI and the implementation of technology in a manner compliant with CJIS Security Policy. (This role is designed for personnel with the responsibility to ensure the confidentiality, integrity, and availability of CJI and the implementation of technology in a manner compliant with the CJIS Security Policy)

After each section below there will be a 1, 2, 3, 4 designation which denotes which support category or categories applies to that section. Each support personnel must complete all steps defined below and be found in a PASS status prior to being approved for access to MNPD facilities.

MNPD IT Background Check Process

Standard Operating Procedure

01/31/2024

- 1. MNPD Background Release Form (Appendix B) completed and signed Applicant's Privacy Act Rights (Categories 1/2/3/4):** The packet includes Basic Security Awareness Training Form that must be signed as well.

Email the Background Release and Basic Security Awareness Training forms to MNPDCJISBackground@nashville.gov or fax to 615-313-9042. This form contains complete applicant demographics/last 10 years of residence. Knowingly, providing false information on this form results in immediate FAIL status. MNPD will contact applicant direct to setup CJIS Security Awareness Training User ID.

- 2. Applicant Fingerprinted (Categories 1/2/3/4):**
Agency/Company requesting security clearance to MNPD must go to the **IdentoGO / Idemia** web site <https://www.identogo.com> or register by phone 1-855-226-2937.

Only Tennessee IndentoGO sites (<http://www.identogo.com>) can be used, as this program operates under contractual agreements between TBI and IndentoGO. For those who cannot access a Tennessee IndentoGO site, they may have fingerprints taken manually by a law enforcement or government agency and sent to IndentoGO for scanning. This method may be more costly to the individual, cause delays in processing the applications and should only be used by persons residing in other states.

Registration Instructions:

- Go to <https://www.identogo.com> and choose Tennessee under "Search for services by state."
- Or you may call IdentoGO (855) 226-2937 to schedule
- Enrollment Services - click on Digital Fingerprinting
- Click on Schedule a New Appointment
- Service code - Enter 28V1KS
- You have selected - CONTRACT PERSONNEL - then Continue
- ORI - Enter TN0190100
- The Agency's Name you choose appears - is this correct?
- Acknowledgement/Release
- Enter a zip code
- Enter Appointment Details - schedule an appointment

MNPD IT Background Check Process

Standard Operating Procedure

01/31/2024

Once registered, applicant goes to an approved site for fingerprinting. See web site for approved fingerprinting sites.

If the appointment is scheduled through IdentoGO website, IdentoGO recommends that the applicant also print out the confirmation page and bring it to the appointment.

Payment: The fingerprinting fee of \$35.15 is payable to Idemia Identity & Security USA, LLC. Payment can be made either at the time the appointment is made on-line, or when the fingerprints are taken at the IdentoGO site.

3. Applicant Fingerprint Results recorded (Categories 1/2/3/4):

Police I.T. will monitor the TAPS website for the completion of these fingerprints and the results. Results are recorded in the Background information packet for each applicant.

4. Complete Applicant Records checks (Categories 1/2/3/4):

Identity verification, state of residency, national/local fingerprint-based record checks, national/local demographic-based record checks and public records searches shall be conducted.

5. Pass/Fail Determination (Categories 1/2/3/4):

The following are factors in determining applicants pass or fail status: felony convictions, outstanding wants or warrants, fugitives, arrest history without conviction, and any other records that MNPD finds concerning. If MNPD determines that MNPD Secured Areas access by the applicant would not be in the public interest, applicant will be failed. The determination of pass/fail status is solely at the discretion of MNPD (Director of Information Technology, Deputy Chief of Police Crime Control Strategies Bureau, and the Chief of Police) in order to comply with the current CJIS Security Policy *Section 5.12.1 Personnel Screening Requirements for Individuals Requiring Unescorted Access to Unencrypted CJI*. Generally, MNPD considers all arrests committed by the applicant. Exceptions may be considered for minor infractions or violations that are more than 10 years old. The severity or volume of arrests may increase this general timeframe. Felonies are crimes that allow for incarceration of 1 year or more. Misdemeanors are crimes that allow for incarceration less than 1 year. MNPD makes every effort to work with the applicant who has failed a background check by providing the complete criminal history including the reason for their "fail" status and jurisdiction contacts for possible expungements.

MNPD IT Background Check Process

Standard Operating Procedure

01/31/2024

6. Pass/Fail Status Appeal Process:

The Director of Information Technology for MNPD makes the initial determination of the Pass/Fail status on all applicants. This decision can be appealed to the Deputy Chief of Police for MNPD then to the Chief of Police for MNPD. The Chief of Police for MNPD's decision is final.

7. Security Awareness Training (Categories 1/2/3/4*):

Once approved, **Category 1** and **Category 3*** (support personnel that will be escorting non-background checked support personnel) must complete the TBI Security Awareness Training every year after the initial training.

This training is online and can be accessed direct from www.cjisonline.com. MNPD will provide the specific applicant with logon credentials (email address and temporary password). Applicant will follow the prompts to start their training. Once applicant completes their training, they must email their certificate to MNPD CJIS Background@nashville.gov. MNPD will record applicant's expiration date.

8. CJIS Security Policy AND FBI Security Addendum (Categories 3/4):

Once approved, Category 3 support personnel must sign the Federal Bureau of Investigation Criminal Services Security Addendum. In the certification section, the personnel are required to be familiar with 4 documents. CJIS Security Policy, FBI Security Addendum and Title 28, Code of Federal Regulations, Part 20. These documents are provided to the personnel. The 4th document stated is the NCIC Operating Manual. Category 4 support personnel will not have direct access to unencrypted CJIS data, the personnel will not have to be familiar with this document nor will it be provided. The CJIS Security Policy is available on the FBI web site at <http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view>. Appendix H (H1-H7) in the CJIS Security Policy contains the FBI Security Addendum.

9. Procedures for individuals to obtain their NCIC Criminal History: (TBI Agency Privacy Requirements for Noncriminal Justice Applicants - 12/7/2017. TBI Noncriminal Justice Applicant's Privacy Rights - 12/7/2017)

MNPD will provide any applicant placed in a FAIL status their NCIC and MNPD criminal history information in hard copy format. This criminal history packet will only be provided to the applicant in person. Applicant must provide sufficient identification at 600 Murfreesboro Pike, Nashville TN 37210.

MNPD IT Background Check Process

Standard Operating Procedure

01/31/2024

Each applicant that receives hard copy records must provide MNPD email confirmation prior to receipt of information. *MNPD has provided "Applicant Name" criminal history information at the request of "Applicant Name" who's name appears on the record being provided. The information is being provided to the "Applicant Name" for the purposes of review and/or correcting or completing any records. "Applicant Name" confirms that these hard copy records have been received on Date/Time.*

*Vendor support staff must have a status of PASS in order to work in MNPD secured areas. All Support Personnel with pending backgrounds or a FAIL status will not be allowed access to any MNPD secured areas. Support staff needing one time or infrequent access to do specialized work will only be allowed access to secured areas with **Authorized Personnel** escorts. In the event **Support Personnel** are placed in a FAIL status he/she has the right to contact the Director of MNPD Information Technology to discuss the details of his/her background results. The Director will advise what jurisdiction they can contact for clarification or expungement of records. Only the support staff in question will be advised of any detail information.*

Support Personnel are defined as contractors, custodial workers or any personnel doing work within MNPD secured facilities. These personnel must have a state of residency and national fingerprint-based record check unless these individuals are escorted by Authorized Personnel at all times.

Authorized Personnel are defined as one of the following:

1. MNPD employees, sworn or civilian.
2. General Services employees and their full-time contract staff who have passed the MNPD background check and the TBI Security Awareness training and training has been confirmed through CJIS Online.
3. Metro Information Technology Services employees and their full-time contract staff who have passed the MNPD background check and the TBI Security Awareness training and training has been confirmed through CJIS Online.

Contract vendor employees not defined in #2/3 above (even with a completed and approved background check) are not permitted to escort another contract vendor employee who has not yet completed and passed the MNPD background check.

Non-US Citizens:

MNPD requires that all support personnel be United States citizens, legal resident aliens, or aliens authorized to work in the United States.

MNPD IT Background Check Process

Standard Operating Procedure

01/31/2024

NOTE:

MNPD **requires** notification of any changes regarding an applicant. All notification must be email to MNPDCJISBackground@nashville.gov within 24 hours.

Changes are defined as one of the following:

1. Access to MNPD secured facilities and/or access to law enforcement information no longer needed
2. Vendor and/or department change
3. Name change
4. Any Arrest (after background check completion)

Police Background Check Contact:

For questions related to the process or requirements, contact Shenika Lawrence.

Shenika Lawrence
Metropolitan Nashville Police Department
Information Technology Division 600 Murfreesboro Pike
Nashville, TN 37210
shenika.lawrence@nashville.gov
Office: 615-862-7451
Fax: 615-313-9042

**MNPD IT Background Check Process
Standard Operating Procedure
01/31/2024**

Appendix A:

**Out of State Vendors Fingerprint
Procedure**

(Note: For out-of-state applicants unable to access Tennessee IdentoGO Sites.)



Universal Enrollment Platform Overview

Tennessee Non-Resident Processing Instructions

Cardscan processing is available for those applicants residing outside of Tennessee or who are physically unable to visit an IdentoGo location. In order to complete the process, applicants must complete the following steps.

1. An Applicant should obtain a set of fingerprints from a local law enforcement agency or other entity that provides fingerprinting services. These fingerprints may be either traditional ink rolled fingerprints on a FBI (FD-258) fingerprint card or LiveScan fingerprints printed to a FBI (FD-258) fingerprint card.

Please provide the following information to the technician capturing the fingerprints

- **Capturing Four-Finger Slaps:**

- Fingers must be placed vertically, straight up-and-down, when capturing the four-finger slaps as depicted to the right:



- **Capturing Individual Fingers:**

- Each finger and thumb will need to be rolled completely from one side of the fingernail to the other side of the fingernail.

- **Submitting Fingerprint Cards:**

- Fingerprints may be submitted on standard FD-258 FBI applicant cards.
- The fingerprint card must be completely filled-out in legible print. The following information must be included or the Fingerprint Card will not be processed:

- ✓ Full name
- ✓ Date of birth
- ✓ Social Security Number
- ✓ Home address
- ✓ Sex
- ✓ Height
- ✓ Weight
- ✓ Hair color
- ✓ Eye color
- ✓ Place of birth (state or country only)

2. Pre-enroll for cardscan submission at <https://identogo.com/locations/tennessee>. All processing fees will be collected during the pre-enrollment process. A pre-enrollment confirmation page will be provided once registration is complete.
3. Print and sign the completed pre-enrollment confirmation page, which includes the barcode printed on the top right of the page. Mail the signed pre-enrollment confirmation page and the completed fingerprint card to the mailing address provided by your agency or during the pre-enrollment process. For further instructions, each applicant should contact their employer or agency contacts for those details.



***NOTE - Cards received without completed and signed form will not be processed and will be returned for completion and re-submission.**

Please review the following pages for more detailed instructions regarding the Universal Enrollment Platform Pre-Enrollment process.

Directions for Pre-enrollment and Payment – Required for ALL Fingerprint Cards

1. Visit <https://identogo.com/locations/tennessee>. Select “Digital Fingerprinting”.

The screenshot shows the IdentoGO website for Tennessee. The header includes the IdentoGO logo and navigation links: Services, Solutions, Locations, News, Partners. The main heading is "Tennessee". Below it, a paragraph states: "Supporting the state of Tennessee, IdentoGO Centers are operated by IDEMIA, the global leader in trusted identities. Today, the company partners with many federal, state and local government agencies as well as businesses covering a variety of industries that count on us for the secure capture and transmission of applicants' fingerprints. We proudly serve millions of customers each year in our nationwide network of locations." Another paragraph mentions: "IdentoGO Centers provide convenient, professional environments for live scan (electronic) fingerprinting services, which are delivered by trained Enrollment Agents. IdentoGO is the preeminent live scan fingerprinting provider for the state of Tennessee and is a certified FBI Channeling Agent." A map of Tennessee is visible in the background. Below this is a section titled "Important Notice regarding ePay Options" with text: "Please be advised that effective April 15, 2019, we will no longer be accepting credit card payments online when scheduling appointments. All credit card payments must be made onsite at the time of the fingerprinting session." Another notice states: "Applicants, Employers, or Facilities wishing to provide a credit card in advance and not onsite should contact our Billing Department and complete paperwork to establish a NCAC account. [Click here for more information about NCAC accounts.](#)" The "Enrollment Services" section is titled "Select an Option Below to Get Started" and features five service cards: 1. Digital Fingerprinting (blue icon): "Fingerprinting for state and federal agency or employment requirements. Schedule a New Appointment, Change an Existing Appointment or Check your Status." 2. TSA Pre✓® (blue icon): "An expedited security screening program connecting travelers departing from the United States with smarter security and a better air travel experience." 3. HAZMAT (red icon): "A threat assessment for any driver seeking to obtain, renew and transfer a hazardous materials endorsement on a state-issued commercial driver's license." 4. TWIC® (red icon): "A threat assessment for the Transportation Worker Identification Credential (TWIC®) program which includes workers who access secure areas of the nation's maritime facilities and vessels." 5. FBI History Check (black icon): "As an approved FBI Channeler, IdentoGO Centers can securely capture and transmit your individual information to the FBI and safely allow you to access your Federal background check results. NOTE: This information is for personal use only. NOT for employment or licensing submission."



- The next screen is where you are going to select that you would like to submit a fingerprint card for processing.

For Licensing, Certification or Employment requirements in Tennessee

Important! You must finish the registration process to be fingerprinted. You will receive an email or a confirmation number when registration is complete.

<p>For New Appointments</p> <p>To schedule a new appointment, click the green button below. We will ask you for the information needed to schedule and process your background check.</p> <p>Schedule a New Appointment</p>	<p>To Mail In Your Fingerprint Card</p> <p>To register to send your prints through the mail, click the button below. You will be asked to mail your fingerprint cards to IdentoGO after payment is made. Only out of state residents or individuals physically unable to be digitally printed are able to use this option.</p> <p>Register for Fingerprint Card Processing Service</p>	<p>To Look Up or Change an Existing Appointment</p> <p>To look up, reschedule or cancel your appointment, please choose one of the below methods to locate your record.</p> <p>Registration ID (REGID)</p> <p>UEID</p> <p>Email Address</p>	<p>For Fingerprint Rejection Notices</p> <p>To schedule your retake appointment, we need to lookup your registration. Please choose one of the below methods to locate your record.</p> <p>Transaction Control Referral (TCR)</p>	<p>Check the Status of your Service</p> <p>To check the status of your fingerprint background check, please choose one of the methods below to locate your record.</p> <p>Registration ID (REGID)</p> <p>Transaction Control Referral (TCR)</p> <p>Email Address</p> <p>UEID</p>
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- You will need to confirm that you are wanting to proceed with submitting a fingerprint card for processing. Click 'Yes' to proceed to the next page.

Please note, due to COVID-19 we are taking the precautionary measure to quarantine all incoming mail for 1 day before we begin our Card Scan Processing steps.

To submit Fingerprint Cards for a Tennessee state background check please complete the following steps:

- Complete the online registration process.** This ensures we have your individual information and allows us to submit your fingerprints for the required background check without delays.
- Pay for Service.** At the end of the online registration, you will be directed to the ePayment site to complete payment. *Please Note:* Fingerprint cards without payment will not be processed.
- Mail in your completed fingerprint cards to be processed.** Mailing address will be on your registration completed form.

By continuing this registration process, you are affirming that you are either:

- An out of state resident, or
- Physically unable to be digitally fingerprinted.

[no](#)
[yes](#)

- The next few screens will collect essential information such as name, date of birth, address, etc. You will need to complete all required information.
- Pay for your service using an Authorization Code, Credit Card or e-check. If the Service is Auto-Billed to your Agency, payment will not be required.

Tennessee	Payment Collection
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Your total is \$35.15. Please choose a payment method below.

Important Notice regarding ePay Options

Please be advised that effective April 15, 2019, we will no longer be accepting credit card payments online when scheduling appointments. All credit card payments must be made onsite at the time of the fingerprinting session. Applicants, Employers, or Facilities wishing to provide a credit card in advance and not onsite should contact our Billing Department and complete paperwork to establish a NCAC account. [Click here for more information about NCAC accounts.](#)

Pay Online Now

☐ eCheck
☐ Credit Card
☐ Billing Account



6. Once you have submitted your payment, you will be directed to the final registration page. You will need to complete sections 2 and 3 and submit this page along with your fingerprint card for processing. An example of the final screen is shown below.



Tennessee

Step 1 (of 4) - REVIEW INFORMATION

Date	SampleDate
RegID	Applicant's Reg ID
Service	ServiceScheduledFor
Total Due	Total Amount Due
Payment Method	Methodused to pay for card scan processing



RegID: SAMPLE VALUE

If your payment has not been made through US Bank E-Pay, your fingerprint card will not be processed." - Idemia will no longer accept mailed in payments for cardscan.

Step 2 (of 4) - SIGN WAIVER

IMPORTANT-READ CAREFULLY BEFORE SIGNING

Fingerprint-Based Criminal History Record Request Authorization and Notification Form

By signing this authorization, I hereby acknowledge that I consent to the collection and retention of my fingerprints as part of the application/employment/licensing process.

I acknowledge and understand that my fingerprints will be searched against the fingerprint databases maintained by the Federal Bureau of Investigation and the Tennessee Bureau of Investigation for the purpose of assessing and reviewing state and national criminal history that may pertain to me directly, pursuant to 28 CFR, Sections 16.30-16.34.

I acknowledge that I have been notified of the procedures to challenge the accuracy or completeness of my record, set forth in Title 28 CFR 16.34. I am aware that a copy of these procedures may be downloaded from FBI.gov.

I AGREE and affirm that I have read and fully understand the above and consent to this background check and to the results being released to the Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer. My signature indicates agreement with the terms and conditions of the background investigation.

X

Signature

Date

Step 3 (of 4) - PROVIDE APPLICANT CONTACT INFORMATION

Applicant Name (Last, First, Middle)

Applicant Date of Birth (MM/DD/YYYY)

Phone Number

Email or Phone 2

Step 4 (of 4) - MAIL DOCUMENTS

Please mail the following documents to the address provided below:

1. This printed and signed document. Unsigned forms will not be processed and will be returned for signature.
2. Completed fingerprint card

NOTE:

Your social security number is required and must be included on the fingerprint cards. Failure to provide social security number will result in cards being returned to you unprocessed. If you do not have a social security number, please reach out to your requesting agency for further instructions.

IdentoGO
Cardscan Department - TN Program
340 Seven Springs Way, Suite 250
Brentwood, TN 37027

If you have any questions, please call 855-226-2937.

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**MNPD IT Background Check Process
Standard Operating Procedure
01/31/2024**

Appendix B:

1. MNPD Background Release Form

**2. Release of Information Security
Awareness Training Form**

Background Release Form
Metropolitan Government of Nashville & Davidson County
Police Department



**NOTIFICATION AND AUTHORIZATION
 TO
 RELEASE FINGERPRINT/CRIMINAL HISTORY RECORD INFORMATION**

Name (please print): _____

Other Names Used (alias, maiden, nickname) _____

Address (Street, City, State, Zip) _____

State(s) of Residence for Past 10 Years: _____

Social Security: ____ - ____ - ____ Date of Birth: ____ / ____ / ____ *(month/day/year)

Race: _____ Gender: _____

Eye Color: _____ Hair Color: _____ Height: _____ Weight: _____

Place of Birth: _____ Country of Citizenship: _____

Driver's License#: _____ State of Issuance: _____

Email Address: _____

Employer Name: _____

Supervisor Name: _____ Supervisor Ph#: _____

I, the undersigned, do hereby authorize MNPDP Police Information Technology to process the necessary background report(s) on me including criminal record/fingerprint checks from MNPDP/TBI/DOJ/FBI. The reports may include my driving history, including any traffic citations; a social security number verification; adult and juvenile criminal records and civil history/records; and any other available public records. All available information will be reviewed during this background check.

I understand that I may request a complete and accurate disclosure of the nature and scope of any investigation requested and a written summary of my rights under 15 U.S.C. § 1681 et seq.

This background check is conducted by Police Information Technology in compliance with the CJIS Security Policy on support personnel, contractors and custodial workers who access computer terminal areas, MNPDP secured facilities or areas where unencrypted law enforcement data may pass. MNPDP will make a determination based on this background information in the form of a PASS/FAIL status. PASS status allows unescorted access in the above mentioned areas. FAIL status means you will not be allowed in these areas.

I authorize any person, business entity or governmental agency who may have information relevant to the above to disclose the same to Police Information Technology including but not limited to any courts, public agencies, law enforcement agencies, regardless of whether such person, business entity or governmental agency compiled the information itself or received it from other sources.

I agree to release MNPDP Police Information Technology, the Metropolitan Government, and any and all persons, business entities and governmental agencies, whether public or private, from any and all liability, claims and/or demands, by me, my heirs or others makings such claim or demand on my behalf, for providing any investigative background report hereby authorized. I understand that this Authorization/Release form shall remain in effect for the duration of my employment or contract with the Metropolitan Government.

I understand that I have the right to contact the Director of Police Information Technology to discuss the details of the background result status.

 Signature

 Date

 Witnessed by

 Date

*Date of Birth is necessary to perform a timely background check. This information is utilized solely to ensure accurate identification.



RELEASE OF INFORMATION



The CJIS Security Policy requires that basic security awareness training shall be required within six months of initial assignment, and annually thereafter, for all personnel who have access to Criminal Justice Information (CJI).

Criminal Justice Information is the term used to refer to all of the FBI CJIS provided data necessary for law enforcement and civil agencies to perform their missions including, but not limited to biometric, identity history, biographic, property, and case/incident history data.

Access to Criminal Justice Information is defined as the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.

Per the CJIS Security Policy (Section 5.2), the following topics related to access, dissemination, security, and misuse of CJI are explained in order to implement security awareness training for those with access to CJI:

1. Rules that describe responsibilities and expected behavior with regard to CJI usage.

Access to and dissemination of CJI, III, CHRI, and NCIC Restricted Files, are only for criminal justice purposes. Such data can only be used for authorized criminal justice purposes, consistent with the purpose for which it was requested. Criminal justice purposes (also known as administration of criminal justice) means performance of any of the following activities: detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. The administration of criminal justice shall include criminal identification activities and the collection, storage, and dissemination of criminal history record information.

2. Implications of noncompliance.

Agencies are required to develop and publish internal information security policies, including penalties for misuse. Sharing information or using information for anything other than job related criminal justice duties constitutes a violation. Unauthorized requests, receipt, release, interception, dissemination, or discussion of CJIS data/CHRI could be considered a criminal offense and result in criminal prosecution.

3. Incident response.

All agency personnel shall be aware of the agency's procedures for reporting different types of incidents that might have an impact on the security of agency assets and be required to report them as quickly as possible to the designated agency point of contact.

4. Media protection.

Electronic and physical media must be stored within physically secure locations or controlled areas. The agency shall restrict access to electronic and physical media to authorized individuals.

5. Visitor control and physical access to spaces.

A physically secure location is a facility or an area, a room, or a group of rooms within a facility with both the physical and personnel security controls sufficient to protect CJI and associated information systems. All physical access points must be controlled by the agency and they must verify individual access authorizations before granting access by maintaining a list of authorized individuals or issuing credentials to those authorized individuals. Additionally, visitors must be authenticated before authorizing escorted access to the physically secure location. Visitors shall be escorted at all times and their activity monitored.

Support personnel, contractors, and custodial workers with access to physically secure locations or controlled areas (during CJI processing) shall be subject to a state and national fingerprint-based record check unless these individuals are escorted by authorized personnel at all times.

6. Protect information subject to confidentiality concerns.

When no longer necessary, the agency shall sanitize or degauss electronic media prior to disposal or release for reuse by unauthorized individuals. Inoperable electronic media shall be destroyed (cut up, shredded, etc.). The agency shall maintain written documentation of the steps taken to sanitize or destroy electronic media. Sanitization or destruction is witnessed or carried out by authorized personnel.

7. Proper handling and marking of CJI.

The agency shall securely store electronic and physical media within physically secure locations or controlled areas to protect CJI from unauthorized disclosure, alteration or misuse.

8. Threats, vulnerabilities, and risks associated with handling of CJI.

Vulnerability is a condition or weakness in (or the absence of): security procedures, technical controls, physical controls, and other controls that could be exploited by a threat. Vulnerabilities include but are not limited to physical, natural, hardware, and software (e.g., computer placed in non-secure location, connection to internet without a firewall, no virus protection software, etc.).

9. Social Engineering.

Social engineering is the act of manipulating people into performing actions or divulging confidential information. While similar to a confidence trick or simple fraud, the term typically applies to trickery or deception for the purpose of information gathering, fraud, or computer system access; in most cases the attacker never comes face-to-face with the victim. Personnel should always ensure that the individual who is requesting CJI 1) is authorized to receive such data and 2) is who they say they are, and 3) is requesting such data for an authorized purpose.

10. Dissemination and destruction.

Dissemination is the transmission/distribution of CJI to authorized recipients within an agency. Secondary Dissemination is the re-dissemination of CJI from an authorized agency that has direct access to the data to another authorized agency. Secondary Dissemination is the same as "chain of custody" - not only the agency it is given to but

also whose hands it is put it in must be documented. CJI is sensitive information and should be safeguarded accordingly to prevent unauthorized/improper access, use, or dissemination/release. Agencies are required to adhere to all policies promulgated by CJIS, NCIC, TBI, etc. as it relates to the protection of CJI.

Physical media shall be securely disposed of when no longer required, using formal procedures. Formal procedures for the secure disposal or destruction of physical media shall minimize the risk of sensitive information compromise by unauthorized individuals. Physical media shall be destroyed by shredding or incineration. Agencies shall ensure the disposal or destruction is witnessed or carried out by authorized personnel.



RELEASE OF INFORMATION FORM ACKNOWLEDGEMENT



I hereby certify that I have read and am familiar with the information provided on the Release of Information Form and agree to be bound by those provisions.

I recognize that Criminal Justice Information (CJI) is sensitive and has potential for great harm if misused. I understand that misuse of CJI by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received for a purpose other than that envisioned by my job duties within this agency, may subject me to administrative and criminal penalties. I understand that accessing CJI for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than my official criminal justice duties also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name of Employee

Title

Signature of Employee

Date

Agency Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Valent Group, LLC 3500 Blue Lake Drive Suite 120 Birmingham AL 35243	CONTACT NAME: Adrienne Lamon PHONE (A/C, No, Ext): (205) 262-2700 FAX (A/C, No): (205) 262-2701 E-MAIL ADDRESS: alamon@valentgroup.com																					
INSURED Cherry Street Investment Holdings, LLC Cherry Street Energy, LLC 1000 Marietta St NW, Ste 290 Atlanta GA 30318	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Company</td> <td colspan="2">25658</td> </tr> <tr> <td>INSURER B: Travelers Property & Casualty Co of America</td> <td colspan="2">25674</td> </tr> <tr> <td>INSURER C: The Charter Oak Fire Insurance Company</td> <td colspan="2">25615</td> </tr> <tr> <td>INSURER D: Travelers Casualty and Surety Company</td> <td colspan="2">19038</td> </tr> <tr> <td>INSURER E: Convex Insurance UK Limited</td> <td colspan="2">N/A</td> </tr> <tr> <td>INSURER F: Lexington Insurance Company</td> <td colspan="2">19437</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Travelers Indemnity Company	25658		INSURER B: Travelers Property & Casualty Co of America	25674		INSURER C: The Charter Oak Fire Insurance Company	25615		INSURER D: Travelers Casualty and Surety Company	19038		INSURER E: Convex Insurance UK Limited	N/A		INSURER F: Lexington Insurance Company	19437	
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COVERAGES**CERTIFICATE NUMBER:** 24/25 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR PD Ded: \$5,000 Per Occ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		DT-CO-331D9334-IND-24	09/30/2024	09/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Unmanned Aircraft \$ Included
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		TC2JCAP-9D909474-TIL-24	10/15/2024	10/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Liability Deductible \$ 500,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-2X868263-24-26	09/30/2024	09/30/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	TWXJUB-9D911955-TIL-24	10/15/2024	10/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER SIR - \$500,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Workers Comp - Per Statute & Employer Liability (AOS) SIR \$500,000			UB-1L339839-24-51-K	10/15/2024	10/15/2025	E.L. Each Accident \$1,000,000 E.L. Disease - Each EE \$1,000,000 E.L. Disease - Policy Lmt \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFQ 337274
 Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as Additional Insured with respect to the General Liability and Auto Liability when required by written contract.
 Cherry Street Energy Umbrella/Excess Liability (CUP-2X868263-24-26) follows General Liability (DT-CO-331D9334-IND-24) policy only.
 Cherry Street Energy is part of EBSCO Industries, Inc. and they maintain a separate Excess Liability policy (CUP-7S137226-24-NF) which follows the scheduled Auto Liability (TC2JCAP-9D909474-TIL-24) and Workers Compensation policies (TWXJUB-9D911955-TIL-24, UB-1L339839-24-51-K, UB-9K299627-24-51-R).

CERTIFICATE HOLDER**CANCELLATION**

Purchasing Agent, Metropolitan Government of Nashville and Davidson County Metro Courthouse Nashville TN 37201	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
---	--

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ADDITIONAL COVERAGES

Ref # D	Description WC (Per Statute) & EL (AZ,MA, WI) - Pol# UB-9K299627-24 - 10/15/24 - 10/15/25				Coverage Code WC/EL	Form No.	Edition Date
Limit 1 \$1,000,000	Limit 2 \$1,000,000	Limit 3 \$1,000,000	Deductible Amount \$500,000	Deductible Type SIR		Premium	
Ref # B	Description Excess Liability - Pol # CUP-7S137226-24-NF - 10/15/24 - 10/15/25				Coverage Code XS	Form No.	Edition Date
Limit 1 \$25,000,000	Limit 2 \$25,000,000	Limit 3	Deductible Amount \$10,000	Deductible Type SIR		Premium	
Ref # E	Description A&E Professional Liability - \$2M Primary - Pol# CAE00236-00 - 09/30/24 - 09/30/25				Coverage Code PL	Form No.	Edition Date
Limit 1 \$2,000,000	Limit 2 \$2,000,000	Limit 3	Deductible Amount \$25,000	Deductible Type SIR		Premium	
Ref # F	Description A&E Professional Liability - \$3M XS - Pol# 031565876 - 09/30/24 - 09/30/25				Coverage Code XS-PL	Form No.	Edition Date
Limit 1 \$3,000,000	Limit 2 \$3,000,000	Limit 3	Deductible Amount	Deductible Type		Premium	
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type		Premium	
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type		Premium	
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type		Premium	
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type		Premium	
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type		Premium	
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type		Premium	
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type		Premium	