

LEGISLATIVE TRACKING FORMFiling for Council Meeting Date: 08/18/26☐ Resolution ☒ OrdinanceContact/Prepared By: Jennifer WesterholmDate Prepared: 07/28/26

Title (Caption): An ordinance approving a Solar Services Agreement between the Metropolitan Government of Nashville and Davidson County,
acting by and through the Department of General Services, and Lightwave Sustainable Ventures, LLC for the design, construction,
operation, management, and administration services related to a photovoltaic solar system located at the Juvenile Justice Center building.

Submitted to Planning Commission? ☒ N/A ☐ Yes-Date: _____ Proposal No: _____Proposing Department: General Services Requested By: Jennifer WesterholmAffected Department(s): General Services Affected Council District(s): All**Legislative Category (check one):**

- | | | |
|---|---|---|
| ☐ Bonds | ☒ Contract Approval | ☐ Intergovernmental Agreement |
| ☐ Budget - Pay Plan | ☐ Donation | ☐ Lease |
| ☐ Budget - 4% | ☐ Easement Abandonment | ☐ Maps |
| ☐ Capital Improvements | ☐ Easement Accept/Acquisition | ☐ Master List A&E |
| ☐ Capital Outlay Notes | ☐ Grant | ☐ Settlement of Claims/Lawsuits |
| ☐ Code Amendment | ☐ Grant Application | ☐ Street/Highway Improvements |
| ☐ Condemnation | ☐ Improvement Acc. | ☒ Other: <u>License Agreement</u> |

FINANCE Amount +/-: \$ _____

Funding Source: Capital Improvement Budget
Capital Outlay Notes
Departmental/Agency Budget
Funds to Metro
General Obligation Bonds
Grant
Increased Revenue Sources

Match: \$ _____

Judgments and Losses
Local Government Investment Project
Revenue Bonds
Self-Insured Liability
Solid Waste Reserve
Unappropriated Fund Balance
4% Fund
Other: _____

Approved by OMB: _____

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: _____

Date to Finance Director's Office: _____

APPROVED BY**FINANCE DIRECTOR'S OFFICE:** _____**ADMINISTRATION**

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk
☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law – White Copy

Administration – Yellow Copy

Finance Department - Pink Copy

Ordinance No. ____

An ordinance approving a Solar Services Agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of General Services, and Lightwave Sustainable Ventures, LLC for the design, construction, operation, management, and administration services related to photovoltaic solar facilities located at the Juvenile Justice Center building

WHEREAS, renewable energy sources are inexhaustible, and free of climate-warming pollution that is harmful to human and environmental health; and,

WHEREAS, Metropolitan Code of Laws Section 2.32.080 sets forth renewable energy portfolio standards to power Metropolitan General Government operations, with the Metropolitan Government required to utilize 100% tier-one renewable energy sources by 2041, not less than 10% of which must be from solar; and,

WHEREAS, the Metropolitan Government of Nashville and Davidson County awarded three indefinite delivery/indefinite quantity ("IDIQ") contracts, including Contract No. 6559760 to Lightwave Solar, LLC to finance, design, procure, install, own, lease, operate, and maintain solar photovoltaic installations on properties owned by the Metropolitan Government; and,

WHEREAS, pursuant to Contract No. 6559760, the Metropolitan Government, acting by and through the Department of General Services, selected Lightwave Solar, LLC to enter into a Solar Services Agreement for the design, construction, operation, management, and administration services related to the photovoltaic solar facility, (the "System"), located at the Juvenile Justice Center building on 1354 Brick Church Pike, Nashville TN 37207; and,

WHEREAS, Lightwave Solar, LLC entered into an Assignment and Assumption Agreement with Lightwave Sustainable Ventures, LLC related to Contract No. 6559760, approved by the Metropolitan Government; and,

WHEREAS, in order to construct the System, pursuant to the Solar Services Agreement, the Metropolitan Government must agree to license a portion of the premises where the System will be located to Lightwave Sustainable Ventures, LLC; and,

WHEREAS, the term of the Solar Services Agreement is thirty (30) years, calculated from the date at which Lightwave Sustainable Ventures, LLC gives General Services written notice that the System is mechanically complete and capable of providing electric energy to the delivery point; and,

WHEREAS, Section 4.12.160 of the Metropolitan Code of Laws limits the term of contracts for supplies to sixty (60) months, unless otherwise authorized by the Metropolitan Council; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this Solar Services Agreement be approved.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Solar Services Agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of General Services, and Lightwave Sustainable Ventures, LLC for the design, construction, operation, management, and administration services related to photovoltaic solar facilities located at the Juvenile Justice

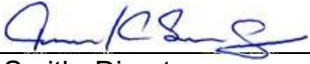
Center building, attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the Director of Public Property Administration, or his designee, is authorized to execute the Memorandum of License, attached hereto as Exhibit 5 to the Solar Services Agreement, and incorporated herein, in the form attached hereto or in substantially similar form.

Section 3. That any amendments to this Solar Services Agreement shall be approved by resolution of the Metropolitan Council receiving twenty-one (21) affirmative votes.

Section 4. This Ordinance shall take effect from and after its passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:



Gerald Smith, Director
General Services



Michelle Lane
Purchasing Agent



Abraham Wescott, Director
Public Property Administration

INTRODUCED BY:

Member(s) of Council:

APPROVED AS TO AVAILABILITY OF
FUNDS



Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM
AND LEGALITY:



Assistant Metropolitan Attorney

Site License Agreement

This SITE LICENSE AGREEMENT (this “**Agreement**”) is made and entered into this [REDACTED] (the “**Effective Date**”), by and between Lightwave Sustainable Ventures LLC (“**Licensee**”) and the Metropolitan Government of Nashville and Davidson County (“**Licensor**”).

Recitals

A. Licensor is the owner of that certain parcel or tract of ground in Davidson County, Tennessee, more particularly described by metes and bounds on **Attachment A** attached hereto and incorporated herein (all of which are referred to herein as the “**Premises**”).

B. Licensor and Licensee entered into a certain Solar Services Agreement and related Goods and Services Contract (the “**Solar Services Agreement**”) pursuant to which the Licensee has agreed to design, construct, install, operate, manage and administer a solar photovoltaic system (the “**System**”) on those certain portions of the Premises identified in **Attachment B** hereto (the “**Licensed Premises**”) for the purpose of providing electric energy to Licensor.

C. Licensor desires to grant to Licensee the rights described herein for the purposes of designing, installing, operating, maintaining, managing and removing the System.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth below, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged and confirmed by Licensor, Licensor and Licensee hereby agree as follows:

1. **Grant of Access.** Licensor hereby grants and permits Licensee, its successors and assigns, access for the period of time set forth herein, across, over, under and above the Licensed Premises i) in order to construct, install, alter, protect, repair, maintain, replace, operate, maintain and remove the System, including any related interconnection equipment and any facilities or equipment appurtenant thereto as Licensee may from time to time require, and ii) as reasonably necessary to provide access to and services reasonably required for Licensee’s performance under the Solar Services Agreement. The license granted hereunder shall remain in effect for the term of this Agreement.
2. **Term.** This Agreement shall be for a period commencing on the Effective Date and expiring on the date that is the earlier of (a) the thirtieth (30th) anniversary of the System’s Commercial Operation Date (as such term is defined in the Solar Services Agreement), and (b) one hundred twenty (120) days following expiration of the term of the Solar Services Agreement, and (c) any earlier termination of the Solar Services Agreement due to default by Licensee thereunder. No delay or interruption by Licensee in the use or enjoyment of any right hereby granted shall result in the loss, limitation or abandonment of any of the right, title, interest, or estate granted hereby.
3. **Obstructions.** Licensor covenants for itself, its heirs, successors and assigns that:
 - a. **Licensed Premises.** Licensor will not build or place, or allow to be built or placed, any structure or obstruction of any kind on the Licensed Premises (including for any related interconnection equipment) during the term of this Agreement, including but not limited to cell towers, water towers, HVAC facilities, or similar; and if such a structure or obstruction is built or placed within any portion of the Licensed Premises on which is located any portion of the System, including any related interconnection equipment, Licensor will remove the same at the request of the Licensee at no cost to the Licensee.
 - b. **Premises.** Licensor will not build or place, or allow to be built or placed, any structure or improvement of any kind on the Premises adjacent to the building on which the System is located of sufficient height that would shade the System by obstructing sunlight; and if such a structure or improvement is built or placed the Premises, Licensor will remove the same at the request of the Licensee at no cost to the Licensee.
4. **Reservation of Rights.** Licensor reserves the right to use or authorize others to use the Premises in any manner not inconsistent with or which will not unreasonably interfere with the rights granted herein, provided, however, that Licensor

shall not, nor shall permit others to, disturb, modify, or interact with the System, including any related interconnection equipment, in any way without prior written approval of the Licensee.

5. **Title.** Licenser represents and warrants to Licensee that (a) Licenser holds fee simple title to the Premises, free and clear of all liens and any other encumbrances, and (b) no lien or other encumbrance to which the Premises is subject would reasonably be expected to adversely impact Licensee's rights hereunder or under the Solar Services Agreement. Licenser further represents and warrants to Licensee that Licenser has the right to execute and deliver this Agreement and to grant to Licensee the rights hereunder, and that such grant does not, and will not, violate or breach Licenser's organizational documents, any law, rule or regulation, or any contract, agreement or arrangement to which Licenser is a party or by or to which any of Licenser's assets or properties, including the Premises or the Licensed Premises, is bound or subject. In the event that, after the date of this Agreement, Licenser duly grants a mortgage for additional value (the "**Subsequent Mortgage**"), Licenser shall, prior to and as a condition to the effectiveness of such grant of a mortgage, cause the mortgagee under the Subsequent Mortgage to execute and deliver to the Licensee an agreement, in customary form and in form and substance reasonably acceptable to Licensee, acknowledging the subordination of the Subsequent Mortgage to the grant of the easement pursuant to this Agreement (the "**Subordination Agreement**").
6. **Recordation; Possession.** This Agreement may be recorded against the Premises by Licensee at Licensee's sole cost and expense. Licenser covenants and agrees, for itself and its assigns and successors, that the Licensee shall be entitled to exercise its rights under this Agreement upon execution and delivery of this Agreement by the Parties hereto, whether or not this Agreement is recorded.
7. **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Tennessee, without regard to conflicts of law principles.
8. **Severability.** All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.
9. **Binding Effect; Successors and Assigns.** Licensee shall have the right to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges, and interests arising in this Agreement in accordance with the terms of the Solar Services Agreement. Without limiting the generality of the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors and assigns. This Agreement may be amended, modified or terminated only by written instrument, executed and acknowledged by the Parties hereto.
10. **Headings.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement.
11. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereto and supersedes any prior written or oral agreements with respect to the matters described herein.
12. **Amendments; Acknowledgments.** Licenser shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Licensee's lender or direct or indirect investor(s), any assignee of rights under this Agreement, or the lender of any assignee hereunder.
13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Site License Agreement has been entered into by the Parties by their signatures below as of the Effective Date first mentioned above.

Licensor:

Metropolitan Government of Nashville & Davidson County

Signature: 

Printed Name: Gerald Smith

Title: Director, General Services Department

Date: 7/31/2026 | 4:24 PM CDT

Licensee:

Lightwave Sustainable Ventures, LLC

Signature: 

Printed Name: Christopher J. Koczaja

Title: Managing Member

Date: 7/31/2026 | 2:38 PM CDT

Approved by Licensor as to Availability of Funds:

Signature: 

Printed Name: Jenneen Reed

Title: Director, Department of Finance

Date: 8/4/2026 | 5:25 PM CDT

Approved by Licensor as to Form and Legality:

Signature: 

Printed Name: Matthew Garth

Title: Assistant Metropolitan Attorney

Date: 8/3/2026 | 9:11 AM CDT

Approved by Licensor's Director of Property Administration:

Signature: 

Printed Name: Abraham Wescott

Title: Director, Public Property

Date: 8/1/2026 | 7:54 AM CDT

EXHIBIT A

This **SOLAR SERVICES AGREEMENT** (this “**Agreement**”) is entered into by the parties 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	LightWave Sustainable Ventures, LLC 3026 Owen Drive, STE 104 Antioch, TN 37013 Attention: Christopher J. Koczaja
Phone	615-862-5043	Phone	(615) 641-4050
Fax	None	Fax	(615) 641-2219
E-mail	Jennifer.Westerholm@Nashville.gov	E-mail	ckoczaja@lightwavesolar.com
Premises Ownership	Site Host [X] owns ☐ leases the Premises. List Premises Owner, if different from Site Host: N/A	Additional Service Provider Information	

This Agreement sets forth the terms and conditions relating to the delivery of solar generated electric energy related to a photovoltaic solar facility as described in **Section 2** (the “**System**”), designed, constructed, operated, managed, administrated and installed by Service Provider at the Site Host’s real property located at the System Location identified in Section 2 (the “**Premises**”) and/or the Site Host’s facilities, buildings, and improvements described in **Section 2** (if applicable, the “**Facility**”). This Agreement is made pursuant to Metro Contract No. 6559760 (the “**Goods and Services Contract**”) and constitutes an SSA as explicitly contemplated by the Goods and Services Contract and its Exhibit B – Scope of Services.

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

<u>Section 1</u>	Basic Terms and Conditions
<u>Section 2</u>	System Description
<u>Section 3</u>	[Reserved]
<u>Section 4</u>	General Terms and Conditions
<u>Section 5</u>	Form of Site License
<u>Section 6</u>	Form of Memorandum of License
<u>Section 7</u>	Form of Performance Guaranty
<u>Section 8</u>	Termination Payment Schedule
<u>Section 9</u>	MNPD Background Check Policy

Site Host:

Metropolitan Government of Nashville and Davidson County

Signature: 

Printed Name: Jennifer Westerholm

Title: General Services Assistant Director - Sustainability

Date: 7/31/2026 | 3:08 PM CDT

Service Provider:

LightWave Sustainable Ventures, LLC

Signature: 

Printed Name: Christopher J. Koczaja

Title: Managing Member

Date: 7/31/2026 | 2:38 PM CDT

Approved as to Availability of Funds (Site Host)

Signature: Jenneen Reed/mjr

Printed Name: Jenneen Reed

Title: Director, Department of Finance

Date: 8/4/2026 | 5:25 PM CDT

Approved as to Form and Legality (Site Host)

Signature: matthew Garth

Printed Name: Matthew Garth

Title: Assistant Metropolitan Attorney

Date: 8/3/2026 | 9:11 AM CDT

Section 1 – Solar Services Agreement:
Basic Terms and Conditions

1. **Term:** The term of this Solar Services Agreement shall begin on the Effective Date and terminate on the thirty (30) year anniversary of the Commercial Operation Date.
2. **Additional Terms:** By mutual written agreement of the Parties.
3. **Environmental Incentives:** Retained by Service Provider
4. **Environmental Attributes:** Accrue to Site Host and shall be assigned by the Service Provider to Site Host. Environmental Attributes shall include Renewable Energy Credits (RECs).
5. **Monthly Fee:** Each Monthly Fee payment is due and payable by Site Host on the monthly anniversary date of the Commercial Operation Date, in the following amount(s).

Contract Years	\$/month
1-30	\$7,899.45

6. **Condition Satisfaction Date: March 31, 2027**
7. **Anticipated Commercial Operation Date: July 31, 2027**
8. **Rebate Variance.** All prices in this Agreement are calculated based on an upfront rebate of \$0.
9. **Site Host Options to Purchase System.** ☐ None ☒ or as set forth in Section 16(b).
10. **Outside Commercial Operation Date: December 31, 2027**
11. **System Installation:**

Includes:	• Complete design, engineering, permitting, procurement, installation, construction, and commissioning of the System; • Complete operation and maintenance of the System during the Term, including repair and administration of manufacturer's warranties; • Performance Guaranty
Excludes:	• Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles); • Upgrades or repair to the Facility or utility electrical infrastructure.

Section 2 – Solar Services Agreement
System Description

1. **System Location (“Premises”):** 1354 Brick Church Pike, Nashville TN 37207
 - a. **System Size (DC kW):** 580.56
 - b. **Expected First Year Energy Production (kWh):** 794,953
 - c. **Expected Structure for all sites:** ☐ Ground Mount ☒ Roof Mount ☐ Parking Structure ☐ Other
2. **Utility:** Nashville Electric Service
3. **System Layout:** See layout identified in **Section 2 Attachment A** on the next page.

Section 2 – Solar Services Agreement

Attachment A:

Facility Layout

“Facility” shall mean the facilities, buildings and/or improvements located at the Premises and identified below:



Section 3

[RESERVED]

Section 4 - Solar Services Agreement General Terms and Conditions

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 pursuant to this Agreement: i) design, engineer, permit, procure, install, construct and commission the System (described further in Section 2 to this Agreement) on the Premises, ii) operate, maintain, and administer the System at all times during the Term as the owner of the System, and iii) provide to Site Host all of the electrical energy generated by the System during the Term (the “**Solar Services**”) to Site Host, and Site Host agrees to accept the Services from the Service Provider.
3. **Term.** The term (“**Term**”) of this Agreement shall commence on the Effective Date and shall terminate on the thirty (30) year anniversary of the date Service Provider gives Site Host written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point (the “**Commercial Operation Date**”), unless earlier terminated as provided for in this Agreement. For the avoidance of doubt, the expiration or other termination of the Goods and Services Contract shall not terminate or otherwise modify the Term of this Agreement.
4. **Monthly Fee, Payment Terms and Taxes.**
 - a. **Monthly Fee.** Site Host shall pay Service Provider a monthly fee at the rate and intervals shown in **Section 1** (“**Monthly Fee**”).
 - b. **Monthly Invoices.** For the convenience of Site Host only, Service Provider may invoice Site Host monthly, stating (i) the Monthly Fee due, (ii) any additional charges incurred by Site Host under this Agreement and (iii) the total amount due from Site Host. Site Host's obligation to timely pay amounts due under this Agreement shall not be affected by the failure of Service Provider to issue an invoice or any inaccuracy in any invoice.
 - c. **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 imposed on Service Provider (including, if applicable, property taxes on the System which shall be paid in all instances by Service Provider), and Service Provider shall not be responsible for any Taxes imposed on Site Host. Further, Service Provider understands that it cannot claim exemption from taxes by virtue of any exemption provided by Site Host. For purposes of this **Section 4(c)**, “**Taxes**” means any federal, state and 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.
 - d. **Payment Terms.** All amounts due under this Agreement shall be due and payable as described in 4(a) above.
5. **Environmental Attributes and Environmental Incentives.** As specified in **Section 1**, Service Provider shall assign to Site Host all Renewable Energy Credits (RECs) and all other Environmental Attributes of the System’s generation. Service Provider’s assignment to Site Host of the RECs and all other Environmental Attributes under this Agreement does not include Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the System, all of which shall be 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. Service Provider shall cooperate with Site Host in obtaining, securing and transferring all Environmental Attributes and receiving the benefit of all RECs; Service Provider shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Site Host.

“Environmental Attributes” means any and all Renewable Energy Credits 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. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, green tags tradable renewable credits and Green-e® products provided, however, that Environmental Attributes do not include Tax Credits.

“Environmental Incentives” means any credits, rebates, subsidies, payments, or other incentives (except Environmental Attributes) that relate to the generation of or 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. Environmental Incentives do not include any compensation to Site Host from TVA’s Dispersed Power Program (“DPP”) or similar programs in which compensation by the utility is provided for electrical energy generated by the System in excess of Site Host’s consumption.

“Governmental Authority” means any federal, state, county, municipal, regional or local governmental or regulatory authority, utility, 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.

“RECs” or “Renewable Energy Certificates” means all renewable energy credits, renewable energy certificates, green tags, or similar market tradeable, nonphysical regulatory environmental credits derived from electricity generated from solar power in Tennessee.

“Tax Credits” means investment tax credits, production tax credits, accelerated depreciation and/or any 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.

6. **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”):
 - i. Completion of a physical inspection of the Facility and the Premises including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Facility and the Premises for the System;
 - ii. Approval of (A) this Agreement and (B) the Construction Agreement (if any) for the System by Service Provider’s Financing Parties. “Construction Agreement” as used in this subsection means an agreement between Service Provider and any contractor or subcontractor to install the System;
 - iii. Confirmation that Service Provider is eligible to obtain all applicable Environmental Incentives and Tax Credits related to the System;
 - iv. Receipt of all necessary zoning, land use and building permits; and

- v. Execution of all necessary agreements with the Utility for interconnection of the System to Facility electrical system and/or the Utility's electric distribution system.
- 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) business days written notice to Site Host without liability for costs or damages or 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 metropolitan form of government, is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by statute, and (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Premises or the Facility, as applicable, that such person will recognize Service Provider's rights under this Agreement for as long Service Provider is not in default hereunder.

7. **Service Provider's Rights and Obligations.**

- a. **Permits and Approvals.** Service Provider, with Site Host's reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:
 - i. any zoning, land use and building permits required to construct, install and operate the System; and
 - ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Utility's electric distribution system. Site Host shall cooperate with Service Provider's reasonable requests to assist Service Provider in obtaining such agreements, permits and approvals. However, Site Host shall not incur any cost or expense in providing such assistance.
- b. **Standard System Repair and Maintenance.** Service Provider shall construct and install the System at the Premises. During the Term, Service Provider will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except that Site Host shall reimburse Service Provider for the cost of any repairs or maintenance resulting from Site Host's negligence, willful misconduct or breach of this Agreement. 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. Service Provider shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Service Provider or Service Provider's contractors. If the System requires repairs for which Site Host is responsible, Site Host shall pay Service Provider for diagnosing and correcting the problem at Service Provider or Service Provider's contractors' then current standard rates. Service Provider shall provide Site Host with reasonable notice and coordinate with Site Host prior to accessing the Facility to make standard repairs.
- c. **Non-Standard System Repair and Maintenance.** If Service Provider incurs incremental costs to maintain the System due to conditions at the Facility or due to the inaccuracy of any information provided by Site Host and relied upon by Service Provider, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Service Provider. In such event, the Parties will negotiate such equitable adjustment in good faith.

- d. **Breakdown Notice.** Service Provider shall notify Site Host within twenty-four (24) hours following Service Provider's discovery of any material malfunction in the operation of the System. Service Provider shall notify Site Host immediately upon the discovery of any emergency condition affecting the System, and Site Host shall notify Service Provider immediately upon the discovery of any emergency condition affecting the System. Site Host and Service Provider shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Service Provider's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.
- e. **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 the System and such suspension of operation shall not constitute a breach of this Agreement; provided, that Service Provider shall use commercially reasonable efforts to minimize any interruption in operation to the Site Host.
- f. **Use of Contractors and Subcontractors**. 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.
- g. **Liens and Payment of Contractors and Suppliers.** Service Provider shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Service Provider under this Agreement and shall keep the Facility free and clear of any liens related to such charges, except for those liens which Service Provider is permitted by law to place on the Facility following non-payment by Site Host of amounts due under this Agreement. Service Provider shall indemnify Site Host for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility or the Premises in connection with such charges; provided, however, that Service Provider shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Facility and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility and the Premises.
- h. **Quiet Enjoyment.** Service Provider will not disturb Site Host's quiet enjoyment of the System during the Term unless a Default Event 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.

8. **Site Host's Rights and Obligations.**

- a. **Site License to the Premises; Facility Access Rights.** Site Host and Service Provider shall enter into a license agreement for that portion of the Premises and/or Facility that constitutes the System's site for the duration of the Term, substantially in the form set forth in Section 5 (the "Site License"). At request of Service Provider, Site Host shall execute a Memorandum of License, which shall be in form and substance set forth in Section 6, or other form agreed to by the parties. Service Provider may, at its sole cost and expense, record such Memorandum of License with the appropriate land registry or recorder's office. Further, Site Host grants to Service Provider and to Service Provider's agents, employees, contractors and assignees an irrevocable non-exclusive license (the "Site License") for access to, on, over, under and across the Premises for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (ii) performing all of Service Provider's obligations and enforcing all of Service Provider's rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters necessary to interconnect the System to Site Host's electric system at the Facility, to the Utility's electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the

construction, installation, operation, maintenance or repair of the System. Service Provider shall not access Site Host's Premises for any purpose not enumerated herein and shall use its best efforts to not unreasonably disturb the use of Site Host's property. Service Provider shall notify and coordinate with Site Host prior to entering the Facility except in situations where there is imminent risk of damage to persons or property. The term of the Site License shall survive this Agreement and continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement. Site Host shall ensure that Service Provider's rights under the Site License and Service Provider's access to the Premises and the Facility are preserved. Site Host shall not interfere with nor shall permit any third parties to interfere with such rights or access.

- b. **Receipt and Use of Electricity.** Site Host shall take delivery of all of the electric energy generated by the System during the Term. Site Host shall be responsible for delivering to the Utility any electric energy generated by the System that is in excess of Site Host's electric requirements at the time of delivery. Site Host may purchase electric energy for the Facility from other sources if the Site Host's electric requirements at the Facility exceed the output of the System.
- c. **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.
- d. **Maintenance of Facility.** Site Host shall, at its sole cost and expense, maintain the Facility in good condition and repair. Site Host will ensure that the Facility remains interconnected to the Utility's electric distribution system at all times and will not cause cessation of electric service to the Facility from the Utility. Site Host is fully responsible for the maintenance and repair of the Facility's electrical system and of all of Site Host's equipment that utilizes the System's outputs. Site Host shall properly maintain in full working order all of Site Host's electric supply or generation equipment that Site Host may shut down while utilizing the System. Site Host shall promptly notify Service Provider of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.
- e. **No Alteration of Facility.** Site Host shall not make any alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without prior written notice to Service Provider. 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. In addition, if not a Scheduled Outage, Site Host shall pay Service Provider an amount equal to the sum of (i) revenues from Environmental Incentives that Service Provider would have received with respect to electric energy that would have been produced by the System during such disconnection or removal; and (ii) Tax Credits that Service Provider (or, if Service Provider is a pass-through entity for tax purposes, Service Provider's owners) would have received with respect to electric energy that would have been produced by the System during such disconnection or removal. Determination of the amount of energy that would have been produced during any disconnection or removal shall be determined by Service Provider on a commercially reasonable basis. 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.

- f. **Outages.** Site Host shall be permitted to be off line for a total of forty-eight (48) day light hours (each, a “Scheduled Outage”) per calendar year during the Term, during which days Site Host shall not be obligated to reimburse Service Provider for lost or recaptured Environmental Incentives or lost sales (and penalties payments associated with the same) of associated Environmental Attributes (collectively, “Lost Environmental Revenue”), as otherwise provided herein; provided, however, that Site Host must notify Service Provider in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of forty-eight (48) day light hours per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Site Host shall pay Service Provider an amount equal to the sum of (i) revenues from Environmental Incentives that Service Provider would have received with respect to electric energy that would have been produced by the System during such outage; and (ii) Tax Credits that Service Provider (or, if Service Provider is a pass-through entity for tax purposes, Service Provider’s owners) would have received with respect to electric energy that would have been produced by the System during the outage. Determination of the amount of energy that would have been produced during the removal or disconnection shall be determined by Service Provider on a commercially reasonable basis.
- g. **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 disturb, remove or obscure, or permit any person other than Service Provider to disturb, remove or obscure such labeling and (iii) permit Service Provider to replace promptly any such labeling which may be disturbed, removed or obscured.
- h. **Liens.** Site Host shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Site Host shall immediately notify Service Provider in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, and shall promptly cause the same to be discharged and released of record without cost to Service Provider, and if Site Host fails to do so promptly (and in any event within 5 Business days’ of the attachment of such lien), Service Provider may discharge or release such lien and Site Host, to the extent permitted by Tennessee law, shall indemnify Service Provider against all costs and expenses incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. The Parties agree that no portion or component of the System is a part of, or a fixture attached or to be attached, to the Facility or Premises, notwithstanding the manner in which the System may be attached to any real property. It is the express intention of the Parties, and the Parties agree, that neither the System nor any part thereof shall constitute fixtures and that this intention and agreement be given full force and effect to the greatest extent permitted by applicable law notwithstanding any ruling by any court that the System or any part thereof constitutes or may constitute a fixture. Service Provider shall not directly or indirectly allow, cause, record, incur, assume, create, file, or suffer to exist, any mortgage, pledge, lien, charge, security interest, encumbrance, or other claim of any nature on or with respect to the Premises or Facility or any interest therein, except for judgment liens issued pursuant to final ruling of any court with jurisdiction. Service Provider shall not directly or indirectly allow, cause, record, incur, assume, create, file, 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. Service Provider shall immediately notify Site Host in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, and shall promptly cause the same to be discharged and released of record without cost to Site Host, and if Service Provider fails to do so promptly (and in any event within 5 business days of the attachment of such lien), Site Host may discharge or release such lien, and Service Provider shall indemnify and hold harmless Site Host against all costs and expenses incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance, or other claim.

- i. **Security.** Site Host shall be responsible for using commercially reasonable efforts to maintain the physical security of the Facility and the System against known risks and risks that should have been known by Site Host. Site Host will not conduct activities on, in or about the Premises or the Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.
- j. **Insolation.** Site Host understands that unobstructed access to sunlight (“Insolation”) is essential to Service Provider’s performance of its obligations and a material term of this Agreement. Site Host shall not in any way cause and, where possible, shall not in any way permit any interference with the System’s Insolation. If Site Host becomes aware of any activity or condition that could diminish the Insolation of the System, Site Host shall notify Service Provider immediately and shall cooperate with Service Provider in preserving the System’s existing Insolation levels. The Parties agree that reducing Insolation would reduce the electrical output of the System, and if any reduction in Insolation is caused by or permitted by Site Host (“Insolation Reduction”), Service Provider shall be excused and released from its obligations under the Performance Guaranty during any period of Insolation Reduction.
- k. **RESERVED.**
- l. **Breakdown Notice.** Site Host shall notify Service Provider within twenty-four (24) hours following the discovery by it of (i) any material malfunction in the operation of the System; or (ii) any occurrences that could reasonably be expected to adversely affect the System. Site Host shall notify Service Provider immediately upon the discovery by it of (i) an interruption in the supply of electrical energy from the System; or (ii) an emergency condition respecting the System. Site Host and Service Provider shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Service Provider’s repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.
- m. **No Set-Off.** Site Host is not entitled to reduce or set-off against Monthly Fee or other amounts due to Service Provider or to anyone to whom Service Provider assigns this Agreement whether Site Host's claim arises out of this Agreement, any statement by Service Provider, Service Provider's liability or any third party's liability, strict liability, negligence or otherwise.

9. **Change in Law.**

“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.

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 either Party except with respect to payment of amounts accrued prior to termination.

10. **Relocation of System.**

If Site Host ceases to conduct business operations at and/or vacates the Facility prior to the expiration of the Term, Site Host shall have the option to provide Service Provider with a mutually agreeable substitute premises located within the same Utility district as the terminated System. Site Host shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this 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) Site License, which will be amended to grant a license to the real property where the System 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. Site Host shall also provide any new Site Host, owner, Service Provider or mortgagee consents or releases required by Service Provider or Service Provider's Financing Parties in connection with the substitute facility. Site Host shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Service Provider in connection with removal of the System from the Facility and installation and testing of the System at the substitute facility and all applicable interconnection fees and expenses at the substitute facility, as well as costs of new title search and other out-of-pocket expenses connected to preserving and refiling the security interests of Service Provider's Financing Parties in the System. Service Provider shall reasonably estimate the amount of Environmental Attributes and Environmental Incentives that would have been generated by the System during the period of time the System is not in operation due to the relocation and shall invoice Site Host for any associated lost or recaptured Environmental Incentives and lost sales (and penalties payments associated with the same) of associated Environmental Attributes in accordance with Section 4. Service Provider shall remove the System from the vacated Facility prior to the termination of Site Host's ownership, lease or other rights to use such Facility. Service Provider will not be required to restore the Facility to its prior condition but shall promptly pay Site Host for any damage caused by Service Provider during removal of the System, but not for normal wear and tear. If the substitute facility has inferior Insolation as compared to the original Facility, Service Provider shall have the right to make an adjustment to the Monthly Fee to compensate Service Provider for the value of any reduction in revenue Service Provider incurs as a result in decreased production of Environmental Incentives and/or Environmental Attributes and reduced Tax Credits that Service Provider (or, if Service Provider is a pass-through entity for tax purposes, Service Provider's owners) receive as a result of the relocation. If Site Host is unable to provide such substitute facility and to relocate the System as provided, any early termination will be treated as a default by Site Host.

11. **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, at its expense (except as otherwise provided in Section 13(b)(iii)(C), remove all of its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than ninety (90) days after the expiration of the Term ("Return Date"). Such removal shall be at Service Provider's expense unless the termination is due to a Site Host default. Excluding ordinary wear and tear, the Facility 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 Facility 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 Facility 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 evidence that the System, or any component thereof, has been damaged by Site Host, Site Host

shall pay to Service Provider within ten (10) 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.

- b. **Holdover of Equipment.** If Site Host fails to permit Service Provider to retrieve the System on the Return Date, Service Provider shall be entitled to damages equal to the monthly charges for the System, pro-rated on a per diem basis, for each day the System is retained beyond the Return Date. Such damages for retention of the System after the Return Date shall not be interpreted as an extension or reinstatement of the Term.
- c. **Retention of Rights.** All of Service Provider's rights contained in this Section 11 shall survive the expiration or other termination of this Agreement.

12. **Measurement.**

Service Provider shall install one or more meter(s), as Service Provider deems appropriate, at or immediately before the Delivery Point to measure the output of the System. Such meter shall meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility. Service Provider shall maintain the meter(s) in accordance with industry standards.

13. **Default, Remedies and Damages.**

- a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences 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 ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("**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 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 its rights to occupy and enjoy the Premises;
 - v. Site Host prevents Service Provider from installing the System or otherwise failing to perform in a way that prevents the delivery of 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. **Remedies.**

- i. **Remedies for Payment Default.** If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages.
- ii. **Remedies for Other Defaults.** On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement or suspend its performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages. 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.
- iii. **Damages Upon Termination by Default.** Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, or if Site Host exercises its 30 day termination right as set forth in Section 5.2 or Section 5.3 of that certain Solar Goods and Services Contract, Contract No. 6559760, to which this Exhibit A is attached (the "Termination Option") the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "Termination Payment"):
 - (1) **Site Host.** If Site Host is the Defaulting Party and Service Provider terminates this Agreement or if Site Host exercises its Termination Option, the Termination Payment to Service Provider shall be equal to the amount provided for the then current Contract Year in Section 8: Termination Schedule. The Parties agree that actual damages to Service Provider in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Site Host would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Service Provider as a result of early termination of this Agreement. The Termination Payment shall not be less than zero.
 - (2) **Service Provider.** If Service Provider is the Defaulting Party and Site Host terminates this Agreement, the Termination Payment to Site Host shall be equal to the sum of (1) the net present value (using a discount rate of five percent (5.0%)) of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the aggregate Monthly Fee for the remainder of the Initial Term or the then current Additional Term, as applicable; (2) all costs reasonably incurred by Site Host in re-converting its electric supply to service from the Utility; (3) any removal costs incurred by Site Host, and (4) any and all other amounts previously accrued under this Agreement and then owed by Service Provider to Site Host. The Termination Payment shall not be less than zero.
- iv. **Obligations Following Termination.** If a Non-Defaulting Party terminates this Agreement pursuant to this Section 13(b), then following such termination, Service Provider shall, at the sole cost and expense of the Defaulting Party, remove the equipment (except for mounting pads and support structures) constituting the System. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

14. **Representations, and 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 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. Site License. Site Host has title to or a leasehold or other property interest in the Premises. Site Host has the full right, power and authority to grant the Site License contained in Section 8(a). Such grant of the Site License does not violate any law, ordinance, rule or other governmental restriction applicable to Site Host or the Premises or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Site Host is bound or that affects the Premises or the Facility. If Site Host does not own the Premises or Facility, Site Host has obtained all required consents from the owner of the Premises and/or Facility to grant the Site License 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 Facility is bound.
- iii. Accuracy of Information. All information provided by Site Host to Service Provider, as it pertains to the Facility's physical configuration, Site Host's planned use of the Facility, and Site Host's estimated electricity requirements, is accurate in all material respects.
- iv. Site Host Status. Site Host is not a public electric utility and does not sell electricity pursuant to oversight from any utility commission.
- v. Hazardous Substances. There are no Hazardous Substances at, on, above, below or near the Premises.
- vi. No Pool Use. No electricity generated by the System will be used to heat a swimming pool.

c. Site Host Tax Representations. Site Host hereby acknowledges that on the Commercial Operation Date, the Service Provider intends for the System to qualify for the Tax Credits, and Site Host hereby represents and warrants that at no time during the Term of this Agreement will Site Host take or omit to take any action whether or not such act or omission is otherwise permitted by this Agreement which will result in the disqualification of the System or disallowance or recapture of all or any portion of the Tax Credits. If as a result of a breach of any representation, warranty or covenant of the Site Host contained in this Agreement (i) tax counsel of Service Provider reasonably determines that Service Provider is not entitled to claim on its Federal income tax return all or any portion of the Tax Credits with respect to the System, or (ii) any of the Tax Credits claimed by the Service Provider (or any partner in the Service Provider) is disallowed or adjusted by the Internal Revenue

Service, or (iii) any Tax Credit is recalculated or recaptured (any determination, disallowance, adjustment, recalculation or recapture being a "**Loss**"), the Site Host shall pay to Service Provider as additional Monthly Fee an amount that shall cause Service Provider's after-tax economic yield and cash flow to equal the after-tax economic return that would have been realized by Service Provider if such Loss had not occurred. Notwithstanding the foregoing, Site Host shall not be responsible for Service Providers' failure to obtain any Tax Credit due to Service Providers' or Service Provider's tax counsel's error or omission in pursuing and filing for tax credits.

- d. **Disclaimer.** UNDER THIS AGREEMENT, TO THE EXTENT PERMITTED BY TENNESSEE LAW, SERVICE PROVIDER DOES NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE SYSTEM UNDER THIS AGREEMENT OR ANY COMPONENT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO CONDITION, DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TITLE., WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL NOT APPLY. To the extent permitted by Tennessee law, all such risks, as between the Parties, are to be borne by Site Host. To the extent permitted by Tennessee law, the remedies set forth in this Agreement shall be Site Host's sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.

15. **System and Facility Damage and Insurance.**

a. **System and Facility 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 during the last five (5) years of the Initial Term or during any Additional Term, Service Provider shall not be required to restore the System, but may instead (A) either agree to pay for the cost of such restoration of the System or (B) terminate this Agreement and remove the System "AS-IS".
- ii. **Site Host's Obligations.** If the **Facility** is damaged or destroyed by casualty of any kind or any other occurrence other than Service Provider'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 Facility to its pre-existing condition; **provided, however,** that if more than 50% of the Facility is destroyed during the last five years of the Initial Term, Site Host may elect either (A) to restore the Facility or (B) to pay to Service Provider the net present value (using a discount rate of five percent (**5.0%**)) of the remaining unpaid Monthly Fee over the Term post-termination, had the Term remained effective for the full Initial Term and all costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.

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

- i. **Service Provider's Insurance.** Service Provider shall maintain (A) property insurance on the System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) automobile liability insurance with coverage of at least \$1,000,000 (if Service Provider will be making on-site deliveries), (D) employer's liability insurance with coverage of at least \$1,000,000, and (E) workers' compensation insurance as required by law. Service

Provider's obligations to provide and maintain insurance coverage pursuant to this Agreement shall govern and supersede any obligations or requirements to provide and maintain insurance in the Goods and Services Agreement.

1. Further, Service Provider shall ensure that any and all subcontractors or other third parties engaged to provide design and engineering services for the Project shall maintain professional liability/errors & omissions insurance with limits not less than \$2,000,000 per occurrence.
- 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. Site Host represents and warrants that 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. Site Host shall provide evidence of the Self-Insurance Program whether by a Certificate of Financial Responsibility, Statement of Self-Insurance Coverage, or other evidence of a self-insured insurance program, prior to the Service Provider's mobilization to the Site.
- c. **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 ten (10) 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 cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII 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.
- d. **Certificates.** Upon the other Party's request each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- 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.

16. Ownership; Option to Purchase.

- a. **Ownership of System.** Throughout the Term (except as otherwise permitted in), Service Provider shall be the legal and beneficial owner of the System at all times, including all Environmental Incentives (unless otherwise specified in **Section 1**), and the System shall remain the personal property of Service Provider and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Service Provider and Site Host agree that the Service Provider (or the designated assignee of Service Provider permitted under Section 19) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. 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 covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Site Host shall provide a disclaimer or release from such lienholder. Upon request, Site Host agrees to deliver to Service Provider a non-disturbance

agreement in a form reasonably acceptable to Service Provider from the owner of the Facility (if the Facility is leased by Site Host), any mortgagee with a lien on the Premises, and other Persons holding a similar interest in the Premises. To the extent that Site Host does not own the Premises or Facility, Site Host shall provide to Service Provider immediate written notice of receipt of notice of eviction from the Premises or Facility or termination of Site Host's lease of the Premises and/or Facility.

- b. **Option to Purchase.** At the end of the tenth and twentieth Contract Years, and at the end of the Initial Term and each Additional Term, so long as Site Host is not in default under this Agreement, Site Host may purchase the System from Service Provider on any such date for a purchase price equal to the Fair Market Value 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 Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional 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, and which are assignable pursuant to their terms.
- c. **Determination of Fair Market Value.** "Fair Market Value" means, in Service Provider's reasonable determination, the greater of: (i) 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, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, and (ii) the present value (using a discount rate of five percent (5.0%)) of all associated future income streams expected to be received by Service Provider arising from the operation of the System for the remaining term of the Agreement including but not limited to the expected Monthly Fees, Environmental Attributes, and Tax Credits and factoring in future costs and expenses associated with the System avoided. Service Provider shall determine Fair Market Value within thirty (30) days after Site Host has exercised its option to Purchase the System. Service Provider shall give written notice to Site Host of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. 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 except for those that expressly survive the termination of this Agreement.

17. **Indemnification and Limitations of Liability.**

- a. **General.** Subject to Section 17(b), each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "**Indemnified Parties**"), from and against all loss, damage, expense, liability and other claims,

including court costs (collectively, “**Liabilities**”) resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 14 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 17(a) however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 15.d.

- b. **Site Host Indemnification.** Notwithstanding any other provisions of this Agreement, Site Host shall only have obligations to indemnify Service Provider under this Agreement to the extent permitted by Tennessee law, and Service Provider acknowledges that such obligations may be limited or prohibited thereunder.
- c. **Notice and Participation in Third Party Claims.** The Subject to Section 17(b), Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a “**Claim**”), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. Subject to Section 17(b), the Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys’ fees incurred by such separate counsel until such time as the need for separate counsel expires. Subject to Section 17(b), the Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 17(c) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Parties acknowledge that Site Host cannot be bound by any settlement absent prior approval of the Metropolitan Council. The Indemnifying Party shall have no liability under this Section 17(c) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.
- d. **Environmental Indemnification.** Service Provider shall indemnify, defend and hold harmless all of Site Host’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 17(d)(d)) to the extent deposited, spilled or otherwise caused by Service Provider or any of its contractors or agents. Only to the extent permitted by Tennessee law and subject in all cases to subsection (b) immediately above, Site Host shall indemnify, defend and hold harmless all of Service Provider’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Service Provider or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance.
 - i. **“Hazardous Substance”** means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under any laws pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental

Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

e. Limitations on Liability.

- i. No Consequential Damages. To the extent permitted by Tennessee law, except with respect to indemnification for third party claims pursuant to this Section 17 and damages that result from the willful misconduct of a Party, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such. To the extent permitted by Tennessee law, the Parties agree that (1) in the event that Service Provider is required to recapture any Tax Credits or other tax benefits as a result of a breach of this Agreement by Site Host, such recaptured amount shall be deemed to be direct and not indirect or consequential damages, and (2) in the event that Service Provider is retaining the Environmental Attributes produced by the System, and a breach of this Agreement by Site Host causes Service Provider to lose the benefit of sales of such Environmental Attributes to third parties, the amount of such lost sales shall be direct and not indirect or consequential damages. The Parties further agree that (1) Site Host's reasonably expected cost of electric energy from the Utility over the aggregate Monthly Fee for the remainder of the Initial Term or the then current Additional Term, as applicable; and; (2) any third-party System removal costs incurred by Site Host shall be direct and not indirect or consequential damages.
- ii. Actual Damages. To the extent permitted by Tennessee law, with respect to indemnification for third party claims pursuant to Section 17 and damages that result from the willful misconduct of Service Provider, Service Provider's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Site Host under this Agreement. To the extent permitted by Tennessee law, the provisions of this Section (17)(e)(i) shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Service Provider must be brought within any applicable statute of limitations, or to the extent there is no applicable statute of limitations, within three (3) years after the cause of action accrues.

18. Force Majeure.

- a. "Force Majeure" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means, except to the extent such order is issued by Site Host itself); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.
- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure

event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.

- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Site Host's ability to make payment.
- d. If a Force Majeure event continues for a period of two hundred seventy (270) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then at any time during the continuation of the Force Majeure event, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

19. **Assignment and Financing.**

- a. **Assignment and Sublease.** SITE HOST SHALL NOT ENCUMBER THE SYSTEM OR ANY PART THEREOF, SERVICE PROVIDER'S TITLE OR SERVICE PROVIDER'S RIGHTS UNDER THIS AGREEMENT. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing or any provisions of the Goods and Services Contract: Service Provider may, without the prior written consent of Site Host, assign, , pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Part; and, Service Provider may, without the prior written consent of Site Host (i) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Service Provider, (ii) assign this Agreement and the System to any entity through which Service Provider is obtaining financing or capital for the System and (iii) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Service Provider, in each case upon providing Site Host with reasonable proof that the proposed assignee (x) has comparable experience to Provider in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement comparable to Provider. In the event of any such assignment, the Service Provider shall be released from all its liabilities and other obligations under this Agreement, provided that Service Provider shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Service Provider's obligations hereunder by the assignee. However, any assignment of Service Provider's right and/or obligations under this Agreement, shall not result in any change to Site Host's rights and obligations under this Agreement. Service Provider shall provide notice to Site Host upon any assignment contemplated by this Section A. Site Host's consent to any other assignment shall not be unreasonably withheld if Site Host has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.
- b. **Financing.** The Parties acknowledge that Service Provider or its affiliates may obtain construction and long-term financing or other credit support from one or more Financing Parties. "**Financing Parties**" means person or persons providing construction or permanent financing, or directly or

indirectly providing capital, to Service Provider or its affiliates in connection with construction, ownership, operation and maintenance of the System, or means, if applicable, any person to whom Service Provider has transferred the ownership interest in the System, subject to a leaseback of the System from such person. Both Parties agree in good faith to consider and to negotiate lawful changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with an assignment pursuant to Section 19(a)(i)-(iv), Site Host agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties; provided however that any such document does not materially impair or reduce Site Host's rights to, or Service Provider's provision of, the Solar Services.

- c. **Successor Servicing.** The Parties further acknowledge that in connection with any construction or long term financing or other credit support provided to Service Provider or its affiliates by Financing Parties, that such Financing Parties may require that Service Provider or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the System and/or administrative services with respect to this Agreement (the "**Successor Provider**"). Site Host agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement.

20. **Confidentiality and Publicity.**

- a. **Confidentiality.** 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 performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary 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. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and affiliates, lenders, and potential assignees of this Agreement, provided and on condition that such potential assignees shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially, and shall agree to abide by these provisions. In any event, 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. 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. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 20(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 20(a). To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 20(a), but shall be in addition to all other remedies available at law or in equity.

- i. Notwithstanding the above or any other provisions of this Agreement, the Parties acknowledge i) that Site Host as a Metropolitan Government, is subject to the Tennessee Public Records Act, Tenn. Code Ann. § 10-7-501 et seq, and ii) any conflict between the terms of this Section 20 (Confidentiality) and the Tennessee Open Records Act shall be resolved in favor of the Tennessee Public Records Act, and iii) the Tennessee Public Records Act grants Tennessee citizens the right to access state, county and municipal public records. "Public Records" are 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.” Unless otherwise exempt by law from the purview of the Public Records Act, by applicable Tennessee Law, Site Host will notify Service Provider prior to disclosure mandated by the Tennessee Public Records Act.

- b. **Permitted Disclosures.** Notwithstanding any other provision in this Agreement, 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 (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (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. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

- 21. **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.

22. **Miscellaneous Provisions**

- a. **Choice of Law.** The law of the state of Tennessee shall govern this Agreement without giving effect to conflict of laws principles.
- b. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, 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.
- c. **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 4 (Representations and Warranties), Section 14(c) (Disclaimer), Section 15(b) (Insurance Coverage), Section 17 (Indemnification and Limits of Liability), Section 20 (Confidentiality and Publicity), Section 22(a) (Choice of Law), Section 22 (Error! Reference source not found.) (Arbitration and Attorneys’ Fees), Section 22(b) (Notices), Section 22 (f) (Comparative Negligence), Section 22(g) (Non-Dedication of Facilities), Section 22(i) (No Partnership) Section 22(i) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 22(j) (No Third Party Beneficiaries).
- d. **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.

- e. **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 will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Site Host or Service Provider shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
- f. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
- 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. Site Host not shall knowingly take any action that would subject the Service Provider, or Service Provider's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Site Host shall not assert in any proceeding before a court or regulatory body that Service Provider 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 provided however that any such restructuring shall not materially impair or reduce Site Host's rights to, or Service Provider's provision of, the Solar Services.
- h. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.
- i. **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.

- j. **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 unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
- k. **No Third Party Beneficiaries.** Except for assignees, Financing Parties, and Successor Providers permitted under Section 19, 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.
- l. **Service Contract.** The Parties intend and agree that this Agreement constitutes a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended, and not a lease of property. In connection therewith, the Parties agree as follows: (i) Service Provider (or its permitted assignee or Lessor under a sale-leaseback transaction) shall retain physical possession, operational control, and ownership of the System at all times; (ii) Site Host shall not operate, control, or have the right to possess the System; (iii) Service Provider bears the risk of loss, damage, and diminished system performance; (iv) the Monthly Fee represents a unified charge for the delivery of ongoing Solar Services and utility-coordination services, and does not constitute a rental payment for property; and (v) neither Party, nor their respective successors, funders, or assigns, shall take a position contrary to such service contract characterization on any tax return, financial statement, or regulatory filing (in each case, unless and until Site Host has purchased the System in accordance with Section 16(b)).
- m. **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 Site Host’s contracts.
- n. **Boycott of Israel.** Service Provider certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of Israel as defined by Tenn. Code Ann. § 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.

Section 5 – Solar Services Agreement
Form of Site License

[See Attached]

Section 6 – Solar Services Agreement
Form of Memorandum of License

NOTICE OF GRANT OF INTEREST IN REALTY

Notice is hereby given of that Solar Services Agreement dated as of [] for provision of solar construction and asset management services (the “**Solar Services Agreement**”); such Solar Services Agreement includes the provision for a Site License Agreement between Service Provider and Site Host, pursuant to the terms of the Solar Services Agreement. This notice may be executed in counterparts by the Parties to the Solar Services Agreement.

Parties to the Agreement:

Service Provider: LightWave Sustainable Ventures, LLC
3026 Owen Dr, Ste 104
Antioch, TN 37013

Site Host: Metropolitan Government of Nashville and Davidson County
General Services Department
700 President Ronald Reagan Way
Nashville, TN 37210

Date of Execution of Site License Agreement: _____

Description of Premises: See **Attachment A**

TERM OF AGREEMENT:

The term of the Solar Services Agreement shall be until the last day of the calendar month in which the thirtieth (30th) anniversary of the Commercial Operation Date (as that term is defined in the Solar Services Agreement) occurs, subject to any Additional Terms or early termination pursuant to the terms of the Solar Services Agreement or the Site License Agreement.

[Signature Pages and Notary Pages follow]

Section 6
Attachment A
Description of the Premises

[Service Provider to Complete]

Section 7 – Solar Services Agreement
Form of Performance Guaranty Agreement

In consideration for Purchaser's entering into the Solar Services Agreement between LightWave Sustainable Ventures, LLC ("Service Provider") and Metropolitan Government of Nashville and Davidson County ("Site Host") related to the System at the Premises (the "**Solar Services Agreement**"), this Performance Guaranty (this "**Guaranty**") 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**").

Site Host:		Service Provider:	
Name and Address	Metropolitan Government of Nashville and Davidson County General Services Department Attention: Jennifer Westerholm	Name and Address	Lightwave Sustainable Ventures, LLC 3026 Owen Drive, Suite 104 Antioch, TN 37103 Attention: Christopher J. Koczaja
Phone		Phone	(615) 641-4050
E-mail	Jennifer.Westerholm@Nashville.gov	E-mail	ckoczaja@lightwavesolar.com

This Guaranty sets forth the terms and conditions of a guaranty provided by Service Provider in conjunction with the Solar Services Agreement. Capitalized terms not otherwise defined herein have the meanings given such terms in the Solar Services Agreement. The term of this Guaranty will be concurrent with the term of the Solar Services Agreement; except that it will not exceed the Initial Term. This Guaranty will be updated by Guarantor to reflect the as-built specifications of the System.

1. **Guaranty.** Guarantor guarantees that during the term of the Solar Services Agreement the System will generate not less than ninety percent (90%) of the projected generation of the System as set forth in **Table 1.A** below (such figure, the "**Guaranteed kWh**").

Table 1.A, projected production values:

Contract Year	Estimated Annual Production	Guaranteed kWh
Year 1	794,953	715,457
Year 2	790,978	711,880
Year 3	787,023	708,321
Year 4	783,088	704,779
Year 5	779,173	701,255
Year 6	775,277	697,749
Year 7	771,400	694,260
Year 8	767,543	690,789
Year 9	763,706	687,335
Year 10	759,887	683,898
Year 11	756,088	680,479
Year 12	752,307	677,076
Year 13	748,546	673,691
Year 14	744,803	670,323
Year 15	741,079	666,971
Year 16	737,373	663,636
Year 17	733,687	660,318
Year 18	730,018	657,016
Year 19	726,368	653,731
Year 20	722,736	650,463
Year 21	719,123	647,210

Year 22	715,527	643,974
Year 23	711,949	640,754
Year 24	708,390	637,551
Year 25	704,848	634,363
Year 26	701,323	631,191
Year 27	697,817	628,035
Year 28	694,328	624,895
Year 29	690,856	621,770
Year 30	687,402	618,662

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

- a. ***less*** than the Guaranteed kWh (such amount, 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 (i) \$94,793.40 divided by (ii) the Estimated Annual Production shown in Table 1.A for the related Contract Year. 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 succeeding Contract Years and credited against any Performance Shortfall for the succeeding Contract Years. For the avoidance of doubt, no out-of-pocket payment shall be due from Site Host for any Performance Exceedance during the Term.

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 Performance 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 industry standard software 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.

3. **Annual Statement; Payment.** Within sixty (60) days of the end of each Contract Year, Service Provider shall deliver to Site Host i) a statement detailing the Weather-Adjusted Actual Annual Production against the guaranteed production for such Contract Year iii) the calculation of any Performance Shortfall or Exceedance, including any historical Exceedance “kWh” balance not already used to meet a previous Contract Year’s Performance Guarantee, and iii) a Performance Guarantee Payment, if applicable, for any Performance Shortfall.
4. **Exclusions.** The Guaranty set forth in Section 1 does not apply to the extent of any reduced generation from the System due to the following (including the downtime required for repair, replacement or correction):

- a. a Force Majeure Event, which includes (i) destruction or damage to the System or its ability to safely produce electricity not caused by Service Provider or its approved service providers while servicing the System (e.g., vandalism); (ii) a power or voltage surge caused by someone other than Service Provider, including a grid supply voltage outside of the standard range specified by the utility; and (iii) theft of the System; and (iv) curtailment or reduction of energy production required by the utility or grid operator.
 - b. Site Host's failure to perform, or breach of, Site Host's obligations under the Solar Services Agreement or
 - c. Insolation Reduction, as described in [Section 8(j)] of the Agreement.
 - d. Any period between the Commercial Operation Date and the date that the System is placed in service upon final approval for interconnection to the utility grid, which for the avoidance of doubt, shall be excluded from Contract Year 1 for the purposes of this Guaranty.
5. **Liquidated Damages; Waiver of Cost Savings.** The Parties agree that the payment described in Section 2(a) is a reasonable approximation of the damages suffered by Lessee as a result of underperformance of the System, is bargained-for by the Parties, and shall be the Lessee's sole and exclusive remedy hereunder for underperformance of the System. Site Host hereby disclaims, and any beneficiary of this Guaranty hereby waives, any warranty with respect to any cost savings from using the electricity produced by the System.
 6. **Incorporation of Solar Services Agreement Provisions.** Section 18 (Force Majeure), Section 19 (Assignment and Financing) and Section 22 (Miscellaneous Provisions) of the Solar Services Agreement and any Sections referenced therein are incorporated into this Guaranty as if any reference therein to "Agreement" were to this Guaranty and any reference to "Parties" were to the Parties to this Guaranty.

[Signature Page Follows]

[Signature Page to Solar Services Agreement]

Site Host:

Metropolitan Government of Nashville and Davidson County

Signature: 

Printed Name: Jennifer Westerholm

Title: Assistant Director, General Services Department

Date: 7/31/2026 | 3:08 PM CDT

Service Provider:

LightWave Sustainable Ventures, LLC

Signature: 

Printed Name: Christopher J. Koczaja

Title: Managing Member

Date: 7/31/2026 | 2:38 PM CDT

Approved as to Availability of Funds:

Signature: 

Printed Name: Jenneen Reed

Title: Director, Department of Finance Date: 8/4/2026 | 5:25 PM CDT

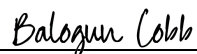
Approved as to Procurement:

Signature: 

Printed Name: Michelle Lane

Title: Deputy Director, Department of Finance Date: 8/4/2026 | 4:56 PM CDT

Approved as to Risk and Insurance:

Signature: 

Printed Name: Balogun Cobb

Title: Director of Insurance Date: 8/3/2026 | 10:01 AM CDT

Approved as to Form and Legality

Signature: 

Printed Name: Matthew Garth

Title: Assistant Metropolitan Attorney Date: 8/3/2026 | 9:11 AM CDT

Section 8 – Solar Services Agreement**Termination Payment Schedule**

Contract Year	Termination Payment
Year 1	\$ 1,914,367
Year 2	\$ 1,783,772
Year 3	\$ 1,652,168
Year 4	\$ 1,519,507
Year 5	\$ 1,385,735
Year 6	\$ 1,250,798
Year 7	\$ 1,224,031
Year 8	\$ 1,195,980
Year 9	\$ 1,166,582
Year 10	\$ 1,135,771
Year 11	\$ 1,103,475
Year 12	\$ 1,069,621
Year 13	\$ 1,034,133
Year 14	\$ 996,928
Year 15	\$ 957,922
Year 16	\$ 917,025
Year 17	\$ 874,143
Year 18	\$ 829,177
Year 19	\$ 782,025
Year 20	\$ 732,577
Year 21	\$ 680,719
Year 22	\$ 626,330
Year 23	\$ 569,287
Year 24	\$ 509,455
Year 25	\$ 446,697
Year 26	\$ 380,866
Year 27	\$ 311,810
Year 28	\$ 239,369
Year 29	\$ 163,373
Year 30	\$ 83,645



JS

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

July 23, 2026

Chris Koczaja
Lightwave Sustainable Ventures, LLC
3026 Owen Drive, Ste 104
Antioch, TN 37013

Re: Letter of Assignment Consent for Contract No. 6559760

To whom it may concern:

The Metropolitan Government of Nashville and Davidson County ("Metro") does hereby notify Lightwave Sustainable Ventures, LLC that it has completed the review of the assignment request related to Contract 6559760 originally entered into with Lightwave Solar, LLC dated March 1, 2024. Metro hereby consents to the assignment of the rights and obligations of Lightwave Solar, LLC as under said contract to Lightwave Sustainable Ventures, LLC assignee.

Lightwave Sustainable Ventures, LLC has designated the following as the agent of service for this contract:

Lightwave Sustainable Ventures, LLC
Chris Koczaja
3026 Owen Drive, Ste 104 Antioch, TN 37013
ckoczaja@lightwavesolar.com

The Metropolitan Government of Nashville
and Davidson County:

Michelle R. Hernandez Lane

Purchasing Agent

7/23/2026 | 9:56 PM CDT

Date Signed

ASSIGNMENT AND ASSUMPTION AGREEMENT METRO SOLAR AGREEMENTS

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the “**Assignment**”) is entered into as of July 1, 2026 (the “**Effective Date**”), by and between LightWave Solar, LLC, a Tennessee limited liability company (“**Assignor**”) and LightWave Sustainable Ventures, LLC, a Tennessee limited liability company (“**Assignee**”) (Assignor and Assignee are sometimes referred to herein each as a “**Party**” and, collectively, as the “**Parties**”).

RECITALS

- A. The Parties previously entered into an assignment and assumption agreement related to the Project, and another prospective solar project, dated December 30, 2025 (the “**Original Assignment**”), and because the other prospective solar project has since been suspended, the Parties desire hereby to amend, restate, and replace the Original Assignment in its entirety with this Assignment;
- B. The Parties have previously entered into an Assignment and Transfer Agreement – Solar Module Equipment, dated April 1, 2026 (the “**Module Assignment**”) related to the assignment of certain solar modules from Assignor to Assignee.
- C. Assignor has been awarded, and owns or controls, certain rights to the development of an approximately 580 kW (DC) solar PV system (the “**Project**”) located at 1354 Brick Church Pike, Nashville, TN, 37207 owned by the Metropolitan Government of Nashville and Davidson County (the “**Site Host**” or “**Off-taker**”);
- D. Assignor desires to transfer, convey and assign to Assignee (a subsidiary affiliate under Assignor’s control and management) all of its title, interest and rights in the Project and the Project Rights and Assets (defined below), and Assignee desires to accept such assignment and delegation and to assume all such rights, duties and obligations, in accordance with the terms hereof.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which is acknowledged by the parties hereto, the parties intending to be legally bound, agree as follows:

- 1. **Conveyance.** Assignor hereby transfers, conveys and assigns to Assignee all of its title, interest and rights in the Project, including the following (the “**Project Rights and Assets**”):
 - a. That certain Solar Goods and Services Contract #6559760 between Assignor and Off-taker dated 3/1/2024 relating to the Project, together with its Exhibits.

- b. any and all contracts or agreements, permits or authorizations, design and engineering drawings or plans, reports or studies, and any other rights or privileges (tangible or intangible), owned or controlled by Assignor related to the Project, including any applications, submissions, drafts, or processes related to the same.
2. **Assumption.** Assignee hereby assumes all of the Project Rights (and related obligations) of Assignor, and Assignor is released therefrom.
3. **Further Assurances.** Subject to the terms of this Agreement, the parties hereto shall take all reasonable and lawful action as may be necessary or appropriate to cause the intent of this Agreement to be carried out.
4. **Successors and Assigns.** This Agreement shall be binding upon Assignor and Assignee, and their respective successors and assigns. The terms and conditions of this Agreement shall survive the consummation of the transfers provided for herein.
5. **Governing Law.** This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the State of Tennessee, applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law.
6. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all other agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof, including the Original Assignment. The Module Assignment shall not be amended or modified in any way by this Assignment.
7. **Amendment.** This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.
8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Assignment and Conveyance Agreement as of the date first above written.

ASSIGNOR:

LightWave Solar, LLC
a Tennessee limited liability company

By: _____
Cara Horrocks
CFO

ASSIGNEE:

LightWave Sustainable Ventures, LLC
a Tennessee limited liability company

By: LightWave Solar, LLC, its managing member

By: _____
Chris Koczaja
Managing Member

Acknowledged:

SITE HOST:

Metropolitan Government of Nashville and Davidson County
a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

LIGHTWAVE SUSTAINABLE VENTURES, LLC

Entity Type: Limited Liability Company (LLC)
Formed in: TENNESSEE
Term of Duration: Perpetual
Managed By: Manager Managed
Series LLC: No
Number of Members: 6 or less

Status: Active
Control Number: 001475004
Initial Filing Date: 10/12/2023 3:04:48 PM
Fiscal Ending Month: December
AR Due Date: 04/01/2027
Obligated Member Entity: No

Registered Agent

LIGHTWAVE SUSTAINABLE VENTURES, LLC
3026 Owen Dr Ste 104
Antioch, TN 37013

Principal Office Address

3026 OWEN DR. STE 104
ANTIOCH, TN 37013

Mailing Address

3026 OWEN DR. STE 104
ANTIOCH, TN 37013

AR Standing: Good	RA Standing: Good	Other Standing: Good	Revenue Standing: Good
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History (6)			
Type	Date	Tracking Number	Change History
2025 Annual Report for LIGHTWAVE SUSTAINABLE VENTURES, LLC	1/29/2026 9:38:52 AM	B2026076887	Annual Report Due Date changed from: 4/1/2026 to: 4/1/2027
Reinstatement for LIGHTWAVE SUSTAINABLE VENTURES, LLC	9/16/2025 12:10:31 PM	B2025779366	- Registration Status changed from: Inactive - Dissolved (Administrative) to: Active - Annual Report Status changed from: Delinquent to: Good - Annual Reports Filed For the Following Years: 2025 - Registered Agent changed from: LIGHTWAVE SUSTAINABLE VENTURES, LLC 3026 OWEN DR STE 104 ANTIOCH, TN 37013 to: LIGHTWAVE SUSTAINABLE VENTURES, LLC 3026 Owen Dr Ste 104 Antioch, TN 37013 - Officers Changed - Annual Report Due Date changed from: 4/1/2025 to: 4/1/2026 - Inactive Date changed from: 08/11/2025 to: No Value
Dissolution/Revocation - Administrative for LIGHTWAVE SUSTAINABLE VENTURES, LLC	8/11/2025 6:35:14 AM	B2025700869	- Inactive Date changed from: No value to: 08/11/2025 - Registration Status changed from Active to: Inactive - Dissolved (Administrative)

Notice of Determination for LIGHTWAVE SUSTAINABLE VENTURES, LLC	6/10/2025 6:46:35 AM	B2025324639	○ Delinquent Annual Report
2023 Annual Report for Lightwave Sustainable Ventures, LLC	1/27/2024 11:25:25 AM	B1500-4339	
Initial Filing for Lightwave Sustainable Ventures, LLC	10/12/2023 3:04:48 PM	B1459-8520	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2026

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 HUB International Mid-South 3011 Armory Drive Suite 250 Nashville TN 37204 License#: 1298 LIGHSOL-01	CONTACT NAME: Lisa Garner PHONE (A/C, No, Ext): 615-383-9761 FAX (A/C, No): 615-383-4628 E-MAIL ADDRESS: lisa.garner@hubinternational.com <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER B : Columbia Casualty Company</td> <td style="text-align: center;">31127</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER D : Transportation Insurance Company</td> <td style="text-align: center;">20494</td> </tr> <tr> <td>INSURER E : American Casualty Co of Reading PA</td> <td style="text-align: center;">20427</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Continental Insurance Company	35289	INSURER B : Columbia Casualty Company	31127	INSURER C : Continental Casualty Company	20443	INSURER D : Transportation Insurance Company	20494	INSURER E : American Casualty Co of Reading PA	20427	INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 2103426075**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:		7036253362	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution-\$1,000,000 \$ Agg-\$2,000,000
E	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Hired ☒ Physical Dam		7036253376	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp Ded: \$5,000 \$ Coll Ded: \$5,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		7036253359	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	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 ☒ Y ☐ N / A	7063777701	1/1/2026	1/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Professional Liability Installation Floater Leased/Rented		6046305247 7036422991	1/1/2026 1/1/2026	1/1/2027 1/1/2027	Each Claim/Aggregate Limit/Ded Limit/Deductible \$1,000,000 \$2,500,000/\$5,000 \$105,000/\$1,000

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

Any person or organization is included as Additional Insured for General Liability and Automobile Liability, when required by a written contract or agreement that has been executed prior to loss, and as outlined in the policy forms referenced below. Additional Insured status is not applicable to Workers' Compensation.

As respects General Liability:

1. Form # CNA75079XX (3-22) Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement. VI. Primary and Noncontributory Insurance
 2. Form # CNA74705XX (1-15) Contractors' General Liability Extension Endorsement. 11. General Aggregate Limits of Insurance - Per Project
- See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Metropolitan Government of Nashville
 and Davidson County
 100 Metropolitan Courthouse
 Nashville TN 37201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: LIGHSOL-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY HUB International Mid-South		NAMED INSURED Lightwave Sustainable Ventures, LLC 3026 Owen Drive Suite 104 Antioch TN 37013	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

25. Waiver of Subrogation - Blanket
 3. Form # CNA74702XX (1-15) Changes – Notice of Cancellation of Material Restriction Endorsement – 30 Days

As respects Automobile Liability:

- Form # CNA71527XX (10-12) Additional Insured – Primary and Non-Contributory
 Form # CA 0444 (10-13) Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)
 Form # CA2048 (10-13) Designated Insured for Covered Autos Liability Coverage
 Form #CNA68021XX (02-13) Notice of Cancellation to Certificate Holders – 30 Days

As respects Workers' Compensation:

1. Form # WC000313 (4-84) Waiver of Our Right to Recover from Others Endorsement- Waiver of Subrogation.
 2. Form # CC680221A (2-13) Notice of Cancellation to Certificate Holders

**** Workers Comp Information ****Proprietors/Partners/Executive Officers/Members Excluded: Chris Koczaja, Jon Paul Plumlee, Rob Bomar and Frank Seve Johnson

As respects Umbrella/Excess Liability:

- Form #CNA75504 (03-15) Paramount Excess and Umbrella Liability Policy
 VI. Conditions - Q. Other Insurance – Primary and Non-Contributory

Form # CNA75014XX (1-15) Policy Holder Notice – Countrywide – 30 Days

The Umbrella/Excess Liability policy provides excess limits over the underlying primary General Liability, Automobile Liability and Employers Liability coverages referenced herein.

The Umbrella/Excess Liability is Follow Form Liability.

Subject to the terms, conditions, exclusions and definitions of the above referenced policies, as issued by the carrier(s).



Source Sustainable Holdings, LLC

Business Auto Policy
Policy Endorsement

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

- 1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
- 2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the **"accident"** for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.


Business Auto Policy
Policy Endorsement
**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SOURCE SUSTAINABLE HOLDINGS, LLC

Endorsement Effective Date: 01/01/2026

SCHEDULE
Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 6; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7036253376

Policy Effective Date: 01/01/2026

Policy Page: 57 of 274



CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1.** The **written contract** requires you to provide the additional insured such coverage; and
 - 2.** This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1.** Coverage broader than what you are required to provide by the **written contract**; or
 - 2.** A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1.** The **written contract** requires you to provide the additional insured such coverage; and
 - 2.** This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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CNA75079XX (3-22)

Page 1 of 3

AMERICAN CASUALTY CO OF READING, PA

Insured Name: SOURCE SUSTAINABLE HOLDINGS, LLC

Policy No: 7036253362

Endorsement No: 10

Effective Date: 01/01/2026



CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

- 1.** The **bodily injury or property damage**; or
 - 2.** The offense that caused the **personal and advertising injury**;
- for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury or property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA75079XX (3-22)

Page 3 of 3

AMERICAN CASUALTY CO OF READING, PA

Insured Name: SOURCE SUSTAINABLE HOLDINGS, LLC

Policy No: 7036253362

Endorsement No: 10

Effective Date: 01/01/2026

**CNA PARAMOUNT**

Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 EMPLOYEE BENEFITS LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 STOP GAP LIABILITY COVERAGE PART
 TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
 SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA74702XX (1-15)

Page 1 of 1

AMERICAN CASUALTY CO OF READING, PA

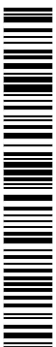
Insured Name: SOURCE SUSTAINABLE HOLDINGS, LLC

Policy No: 7036253362

Endorsement No: 52

Effective Date: 01/01/2026

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Workers Compensation And Employers Liability Insurance
Policyholder Notice

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 7 63777701

Policy Effective Date: 01/01/2026

Policy Page: 95 of 169



CNA Paramount Excess and Umbrella Liability
Policyholder Notice

POLICY HOLDER NOTICE - COUNTRYWIDE

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

Form No: CNA75014XX (01-2015)

Policyholder Notice Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7036253359

Policy Effective Date: 01/01/2026

**NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS**

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 7036253376

Policy Effective Date: 01/01/2026

Endorsement No: 59; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606


CNA PARAMOUNT
Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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CNA74705XX (1-15)

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AMERICAN CASUALTY CO OF READING PA

Policy No: 7036253362

Endorsement No: 4

Effective Date: 01/01/2026

Insured Name: SOURCE SUSTAINABLE HOLDINGS, LLC

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CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

1. ADDITIONAL INSURED

- a. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury or property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b.** However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

injury, property damage or personal and advertising injury arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

- a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- b. the construction, erection, or removal of elevators; or
- c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

CNA74705XX (1-15)

Page 3 of 17

AMERICAN CASUALTY CO OF READING PA

Policy No: 7036253362

Endorsement No: 4

Effective Date: 01/01/2026

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Insured Name: SOURCE SUSTAINABLE HOLDINGS, LLC

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CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies



CNA Paramount Excess and Umbrella Liability Policy

PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

The "Insurer" refers to the insurer providing this insurance as set forth on the Declarations of this Policy. Words and phrases that appear in **bold** have special meaning. Refer to the section entitled **DEFINITIONS**.

I. COVERAGES

A. Coverage A - Excess Follow Form Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the applicable **underlying limits**. Coverage hereunder will attach only after the full amount of the applicable **underlying limits** have been exhausted through payment in legal currency of covered loss under all applicable **underlying insurance** and to which this Coverage A applies.

Coverage A under this Policy will then apply in conformance with the provisions of the applicable **underlying insurance** except for the premium, limits of insurance, deductible, retentions, or any defense obligations and any other terms and conditions specifically set forth in this Policy.

Upon exhaustion of the applicable **underlying limits**, the Insurer shall only pay for **damages** in excess of the applicable **underlying limits**. This Coverage A does not provide coverage for any loss not covered by the applicable **underlying insurance** except and to the extent that such loss is not paid under the applicable **underlying insurance** solely by reason of the exhaustion of the applicable **underlying limits** through payment of loss thereunder.

This Coverage applies:

1. if the applicable **underlying insurance** is on an occurrence basis, then only if that which must take place in the policy period of the **underlying insurance** in order to trigger coverage, takes place during this **policy period**; and
2. if the applicable **underlying insurance** is on a claims made basis, then only if:
 - a. that which must take place in the **underlying insurance** in order to trigger coverage, takes place after the retroactive date and prior to the end of the **policy period**; and
 - b. the **claim** is first made during the **policy period**.

B. Coverage B - Umbrella Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the **retained amount**:

1. that an **Insured** becomes legally obligated to pay because of **bodily injury, property damage or personal and advertising injury**; or
2. because of liability for **bodily injury or property damage** assumed under an **insured contract**, provided the **bodily injury or property damage** occurs subsequent to the execution of such **insured contract**;

and provided that:

- a. the **bodily injury or property damage** occurs during the **policy period**;
- b. the **bodily injury or property damage** is caused by an **occurrence** that takes place in the **coverage territory**;



CNA Paramount Excess and Umbrella Liability Policy

- c. the **personal and advertising injury** is caused by an offense arising out of the **Named Insured's** business; and
- d. the offense giving rise to **personal and advertising injury** was first committed during the **policy period** and in the **coverage territory**;

Provided, however, that **Coverage B - Umbrella Liability**:

- i. does not apply to:
 - (a) any part of **damages** to which **underlying insurance** applies; or
 - (b) any part of **damages** to which **underlying insurance** would have applied regardless of:
 - (1) the availability of **underlying insurance**; or
 - (2) the exhaustion of the applicable **underlying limits**;
 - (c) any **defense costs** related to **damages** as described in a. and b. above.
- ii. applies only if prior to the effective date of the **policy period**, no **authorized insured**:
 - (a) knew that such **bodily injury** or **property damage** had occurred, in whole or in part. If any **authorized insured** knew, prior to the **policy period**, that any such **bodily injury** or **property damage** had occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**; or
 - (b) knew that any offense giving rise to **personal and advertising injury** had occurred, in whole or in part.

Bodily injury or **property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any **authorized insured**, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.

An **authorized insured** will be deemed to know:

1. that such **bodily injury** or **property damage** occurred, at the earliest time when such **authorized insured**:
 - a. reports the **bodily injury** or **property damage** to the Insurer or any other insurer;
 - b. receives a **claim** arising out of the **bodily injury** or **property damage**; or
 - c. becomes aware by any other means that the **bodily injury** or **property damage** has occurred or has begun to occur;
2. that such offense giving rise to **personal and advertising injury** occurred, on the date of the first utterance or dissemination or, if there is no utterance or dissemination, then on the first date of the activity giving rise to a **claim**.

C. Coverage C - Crisis Management Expenses

The Insurer will reimburse the **Named Insured** for **crisis management expenses** incurred by the **Named Insured** as a direct result of its response to a **crisis management event** that first occurs during the **policy period**, provided:

- 1 such **crisis management event** is reported to the Insurer as soon as reasonably practicable following the **crisis management event**, or within 72 hours after such **crisis management event** begins if such **crisis management event** is likely to give rise to **bodily injury** or **property damage**;



CNA Paramount Excess and Umbrella Liability Policy

or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B – Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A – Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a **claim** is made.

U. Transfer of Interest

Form No: CNA75504XX (03-2015)

Policy Page: 21 of 32

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7036253359

Policy Effective Date: 01/01/2026

Policy Page: 46 of 71


**Business Auto Policy
Policy Endorsement**
DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SOURCE SUSTAINABLE HOLDINGS, LLC

Endorsement Effective Date: 01/01/2026

SCHEDULE
Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13

Endorsement Effective Date:

Endorsement No: 7; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7036253376

Policy Effective Date: 01/01/2026

Policy Page: 58 of 274



Certificate Of Completion

Envelope Id: ADBE3100-5A7F-8524-81AF-F7EDB0CE81D9
Subject: Letter of Assignment Consent for Contract No. 6559760 with Lightwave Solar, LLC
Source Envelope:
Document Pages: 29
Certificate Pages: 16
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Procurement Resource Group
730 2nd Ave. South 1st Floor
Nashville, TN 37219
prg@nashville.gov
IP Address: 170.190.198.185

Record Tracking

Status: Original
7/23/2026 11:49:21 AM
Security Appliance Status: Connected
Holder: Procurement Resource Group
prg@nashville.gov
Pool: StateLocal
Location: DocuSign

Signer Events

John Stewart
john.stewart@nashville.gov
Procurement Officer 2
Metropolitan Government-Nashville & Davidson
County
Security Level: Email, Account Authentication
(None)

Signature

JS

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Timestamp

Sent: 7/23/2026 12:04:40 PM
Viewed: 7/23/2026 1:34:11 PM
Signed: 7/23/2026 1:34:33 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Michelle A. Hernandez Lane
michelle.lane@nashville.gov
Deputy Director of Finance
Metro
Security Level: Email, Account Authentication
(None)

Michelle A. Hernandez Lane

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Sent: 7/23/2026 1:34:37 PM
Viewed: 7/23/2026 9:55:55 PM
Signed: 7/23/2026 9:56:02 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Chris Koczaja
ckoczaja@lightwavesolar.com
CEO
LightWave Renewables, LLC
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 7/23/2026 9:56:27 PM

Electronic Record and Signature Disclosure:
Accepted: 8/26/2021 6:04:32 AM
ID: 5c1c7596-3428-4276-a5a5-1d74a9c0cc62

Carbon Copy Events	Status	Timestamp
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/23/2026 8:52:45 AM ID: f81dd28e-86ff-40d9-afce-255f5823436c	COPIED	Sent: 7/23/2026 9:56:28 PM
Jan Harvey jan.harvey@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 7/23/2026 9:56:29 PM
Kathy King Kathy.King@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/8/2026 9:54:33 AM ID: fa500f24-5adf-4a7c-b93c-eb4cb2966346	COPIED	Sent: 7/23/2026 9:56:30 PM
Gerald Smith gerald.smith@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/17/2026 11:01:05 AM ID: 70b4e84c-e054-4bce-a2ef-a843e96d19cc	COPIED	Sent: 7/23/2026 9:56:31 PM
Ava Elsaghir ava.elsaghir@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/17/2026 12:00:18 PM ID: c7f0c588-f5ae-45e9-be47-9ef78907f225	COPIED	Sent: 7/23/2026 9:56:32 PM
Jeremy Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/23/2026 7:57:21 AM ID: dfe83294-d65e-4699-9bdb-a847f111f516	COPIED	Sent: 7/23/2026 9:56:33 PM
Terri Ray terri.ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 7/23/2026 9:56:33 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/23/2026 12:04:40 PM
Certified Delivered	Security Checked	7/23/2026 9:55:55 PM
Signing Complete	Security Checked	7/23/2026 9:56:02 PM
Completed	Security Checked	7/23/2026 9:56:33 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docuSign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2026

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 HUB International Mid-South 3011 Armory Drive Suite 250 Nashville TN 37204	CONTACT NAME: Lisa Garner PHONE (A/C, No, Ext): 615-383-9761 FAX (A/C, No): 615-383-4628 E-MAIL ADDRESS: lisa.garner@hubinternational.com														
INSURED Lightwave Sustainable Ventures, LLC 3026 Owen Drive Suite 104 Antioch TN 37013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : The Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER B : Columbia Casualty Company</td> <td style="text-align: center;">31127</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER D : Transportation Insurance Company</td> <td style="text-align: center;">20494</td> </tr> <tr> <td>INSURER E : American Casualty Co of Reading PA</td> <td style="text-align: center;">20427</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Continental Insurance Company	35289	INSURER B : Columbia Casualty Company	31127	INSURER C : Continental Casualty Company	20443	INSURER D : Transportation Insurance Company	20494	INSURER E : American Casualty Co of Reading PA	20427	INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 2103426075**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
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER: ☐ SCHEDULED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Physical Dam			7036253362	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution-\$1,000,000 \$ Agg-\$2,000,000
E	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ Hired ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY ☒ Physical Dam			7036253376	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp Ded: \$5,000 \$ Coll Ded: \$5,000
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ RETENTION \$ 10,000			7036253359	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7063777701	1/1/2026	1/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Professional Liability Installation Floater Leased/Rented			6046305247 7036422991	1/1/2026 1/1/2026	1/1/2027 1/1/2027	Each Claim/Aggregate Limit/Ded Limit/Deductible \$1,000,000 \$2,500,000/\$5,000 \$105,000/\$1,000

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

Any person or organization is included as Additional Insured for General Liability and Automobile Liability, when required by a written contract or agreement that has been executed prior to loss, and as outlined in the policy forms referenced below. Additional Insured status is not applicable to Workers' Compensation.

As respects General Liability:

1. Form # CNA75079XX (3-22) Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement. VI. Primary and Noncontributory Insurance
 2. Form # CNA74705XX (1-15) Contractors' General Liability Extension Endorsement. 11. General Aggregate Limits of Insurance - Per Project
- See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Metropolitan Government of Nashville and Davidson County 100 Metropolitan Courthouse Nashville TN 37201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Phil Barnes</i>
--	--

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AGENCY CUSTOMER ID: LIGHSOL-01

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY HUB International Mid-South		NAMED INSURED Lightwave Sustainable Ventures, LLC 3026 Owen Drive Suite 104 Antioch TN 37013
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

25. Waiver of Subrogation - Blanket
 3. Form # CNA74702XX (1-15) Changes – Notice of Cancellation of Material Restriction Endorsement – 30 Days

As respects Automobile Liability:

- Form # CNA71527XX (10-12) Additional Insured – Primary and Non-Contributory
 Form # CA 0444 (10-13) Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)
 Form # CA2048 (10-13) Designated Insured for Covered Autos Liability Coverage
 Form #CNA68021XX (02-13) Notice of Cancellation to Certificate Holders – 30 Days

As respects Workers' Compensation:

1. Form # WC000313 (4-84) Waiver of Our Right to Recover from Others Endorsement- Waiver of Subrogation.
 2. Form # CC680221A (2-13) Notice of Cancellation to Certificate Holders

** Workers Comp Information **Proprietors/Partners/Executive Officers/Members Excluded: Chris Koczaja, Jon Paul Plumlee, Rob Bomar and Frank Seve Johnson

As respects Umbrella/Excess Liability:

- Form #CNA75504 (03-15) Paramount Excess and Umbrella Liability Policy
 VI. Conditions - Q. Other Insurance – Primary and Non-Contributory
 Form # CNA75014XX (1-15) Policy Holder Notice – Countrywide – 30 Days

The Umbrella/Excess Liability policy provides excess limits over the underlying primary General Liability, Automobile Liability and Employers Liability coverages referenced herein.

The Umbrella/Excess Liability is Follow Form Liability.

Subject to the terms, conditions, exclusions and definitions of the above referenced policies, as issued by the carrier(s).



Source Sustainable Holdings, LLC

Business Auto Policy
Policy Endorsement

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

- 1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
- 2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the **"accident"** for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.


Business Auto Policy
Policy Endorsement
**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SOURCE SUSTAINABLE HOLDINGS, LLC

Endorsement Effective Date: 01/01/2026

SCHEDULE
Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 6; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7036253376

Policy Effective Date: 01/01/2026

Policy Page: 57 of 274



CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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CNA75079XX (3-22)

Page 1 of 3

AMERICAN CASUALTY CO OF READING, PA

Insured Name: SOURCE SUSTAINABLE HOLDINGS, LLC

Policy No: 7036253362

Endorsement No: 10

Effective Date: 01/01/2026



CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. Supervisory, inspection, architectural or engineering activities; or
- B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1. Primary and non-contributing with other insurance available to the additional insured; or
- 2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
- 2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**CNA PARAMOUNT**
**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or
 2. The offense that caused the **personal and advertising injury**;
- for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA75079XX (3-22)

Page 3 of 3

AMERICAN CASUALTY CO OF READING, PA

Insured Name: SOURCE SUSTAINABLE HOLDINGS, LLC

Policy No: 7036253362

Endorsement No: 10

Effective Date: 01/01/2026

**CNA PARAMOUNT**

Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 EMPLOYEE BENEFITS LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 STOP GAP LIABILITY COVERAGE PART
 TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
 SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA74702XX (1-15)

Page 1 of 1

AMERICAN CASUALTY CO OF READING, PA

Insured Name: SOURCE SUSTAINABLE HOLDINGS, LLC

Policy No: 7036253362

Endorsement No: 52

Effective Date: 01/01/2026

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Workers Compensation And Employers Liability Insurance
Policyholder Notice

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 7 63777701

Policy Effective Date: 01/01/2026

Policy Page: 95 of 169



CNA Paramount Excess and Umbrella Liability
Policyholder Notice

POLICY HOLDER NOTICE - COUNTRYWIDE

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

Form No: CNA75014XX (01-2015)

Policyholder Notice Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7036253359

Policy Effective Date: 01/01/2026



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 59; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7036253376

Policy Effective Date: 01/01/2026



CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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10. Expected Or Intended Injury – Exception for Reasonable Force
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13. Is Dam. Relief

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24. Unintentional Failure To Disclose Hazards

25. Waiver of Subrogation – Blanket

26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

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CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

1. ADDITIONAL INSURED

a. WHO IS AN INSURED is amended to include as an **Insured** any person or organization described in paragraphs **A. through H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury or property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

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CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies



CNA Paramount Excess and Umbrella Liability Policy

PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

The "Insurer" refers to the insurer providing this insurance as set forth on the Declarations of this Policy. Words and phrases that appear in **bold** have special meaning. Refer to the section entitled **DEFINITIONS**.

I. COVERAGES

A. Coverage A - Excess Follow Form Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the applicable **underlying limits**. Coverage hereunder will attach only after the full amount of the applicable **underlying limits** have been exhausted through payment in legal currency of covered loss under all applicable **underlying insurance** and to which this Coverage A applies.

Coverage A under this Policy will then apply in conformance with the provisions of the applicable **underlying insurance** except for the premium, limits of insurance, deductible, retentions, or any defense obligations and any other terms and conditions specifically set forth in this Policy.

Upon exhaustion of the applicable **underlying limits**, the Insurer shall only pay for **damages** in excess of the applicable **underlying limits**. This Coverage A does not provide coverage for any loss not covered by the applicable **underlying insurance** except and to the extent that such loss is not paid under the applicable **underlying insurance** solely by reason of the exhaustion of the applicable **underlying limits** through payment of loss thereunder.

This Coverage applies:

1. if the applicable **underlying insurance** is on an occurrence basis, then only if that which must take place in the policy period of the **underlying insurance** in order to trigger coverage, takes place during this **policy period**; and
2. if the applicable **underlying insurance** is on a claims made basis, then only if:
 - a. that which must take place in the **underlying insurance** in order to trigger coverage, takes place after the retroactive date and prior to the end of the **policy period**; and
 - b. the **claim** is first made during the **policy period**.

B. Coverage B - Umbrella Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the **retained amount**:

1. that an **Insured** becomes legally obligated to pay because of **bodily injury, property damage or personal and advertising injury**; or
2. because of liability for **bodily injury or property damage** assumed under an **insured contract**, provided the **bodily injury or property damage** occurs subsequent to the execution of such **insured contract**;

and provided that:

- a. the **bodily injury or property damage** occurs during the **policy period**;
- b. the **bodily injury or property damage** is caused by an **occurrence** that takes place in the **coverage territory**;



CNA Paramount Excess and Umbrella Liability Policy

- c. the **personal and advertising injury** is caused by an offense arising out of the **Named Insured's** business; and
- d. the offense giving rise to **personal and advertising injury** was first committed during the **policy period** and in the **coverage territory**;

Provided, however, that **Coverage B - Umbrella Liability**:

- i. does not apply to:
 - (a) any part of **damages** to which **underlying insurance** applies; or
 - (b) any part of **damages** to which **underlying insurance** would have applied regardless of:
 - (1) the availability of **underlying insurance**; or
 - (2) the exhaustion of the applicable **underlying limits**;
 - (c) any **defense costs** related to **damages** as described in a. and b. above.
- ii. applies only if prior to the effective date of the **policy period**, no **authorized insured**:
 - (a) knew that such **bodily injury** or **property damage** had occurred, in whole or in part. If any **authorized insured** knew, prior to the **policy period**, that any such **bodily injury** or **property damage** had occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**; or
 - (b) knew that any offense giving rise to **personal and advertising injury** had occurred, in whole or in part.

Bodily injury or **property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any **authorized insured**, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.

An **authorized insured** will be deemed to know:

1. that such **bodily injury** or **property damage** occurred, at the earliest time when such **authorized insured**:
 - a. reports the **bodily injury** or **property damage** to the Insurer or any other insurer;
 - b. receives a **claim** arising out of the **bodily injury** or **property damage**; or
 - c. becomes aware by any other means that the **bodily injury** or **property damage** has occurred or has begun to occur;
2. that such offense giving rise to **personal and advertising injury** occurred, on the date of the first utterance or dissemination or, if there is no utterance or dissemination, then on the first date of the activity giving rise to a **claim**.

C. Coverage C - Crisis Management Expenses

The Insurer will reimburse the **Named Insured** for **crisis management expenses** incurred by the **Named Insured** as a direct result of its response to a **crisis management event** that first occurs during the **policy period**, provided:

- 1 such **crisis management event** is reported to the Insurer as soon as reasonably practicable following the **crisis management event**, or within 72 hours after such **crisis management event** begins if such **crisis management event** is likely to give rise to **bodily injury** or **property damage**;



CNA Paramount Excess and Umbrella Liability Policy

or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B – Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A – Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a **claim** is made.

U. Transfer of Interest

Form No: CNA75504XX (03-2015)

Policy Page: 21 of 32

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7036253359

Policy Effective Date: 01/01/2026

Policy Page: 46 of 71


**Business Auto Policy
Policy Endorsement**
DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SOURCE SUSTAINABLE HOLDINGS, LLC

Endorsement Effective Date: 01/01/2026

SCHEDULE
Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13

Endorsement Effective Date:

Endorsement No: 7; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7036253376

Policy Effective Date: 01/01/2026

Policy Page: 58 of 274

MNPD IT Background Check Process

Standard Operating Procedure

6/16/2025

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 governs 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

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- 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 directly to set up 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** website <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 people 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

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Once registered, the applicant will go to an approved site for fingerprinting (see website 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 online, 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.

Upon approval, the applicant will be put in a provisional pass status. They must complete the security awareness training within five days of notification. Once the training is completed and verified, the applicant will transition to a final pass status. If the training is not completed within the specific timeframe, the applicant will automatically move to an out-of-training compliance fail status until the required training is completed.

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

All categories (including **authorized** personnel who can escort non-background checked support personnel) must complete the TBI Security Awareness Training and Release of Information form prior to beginning job assignment and every year after the initial training.

This training is online and can be accessed direct from www.cjisonline.com. MNPD will provide the 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 track each applicant's certificate expiration date. If the certificate expires, the applicant will automatically be placed in an out-of-training compliance fail status and any access to secure facilities will be deactivated. When training is completed and verified, access will be reactivated.

MNPD IT Background Check Process

Standard Operating Procedure

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6. CJIS Security Policy and FBI Security Addendum (Categories 3/4):

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 3 documents. CJIS Security Policy, FBI Security Addendum and Title 28, Code of Federal Regulations, Part 20. These documents are provided to the personnel. 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 (HI-H7) in the CJIS Security Policy contains the FBI Security Addendum.

7. 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, any other records that MNPD finds concerning and failure to complete and maintain security awareness training. If MNPD determines that MNPD Secured Areas access by the applicant would not be in the public interest, applicant will fail. 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 6.0 Section 5 PS-3 *Personnel Screening*. 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 incarceration for 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.

8. 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. Any appeal to the Chief of Police must be submitted in writing and must clearly outline the basis for the appeal. The decision of the Chief of Police for MNPD is final.

MNPD IT Background Check Process Standard Operating Procedure 6/16/2025

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.

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" whose name appears on the record being provided. The information is 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 to work in MNPD secure areas. All Support Personnel with pending backgrounds or a FAIL (including out-of-training compliance) 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 detailed 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 have 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 have been confirmed through CJIS Online.

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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 requires notification of any changes regarding an applicant. All notification must be email to MNPD CJIS Background@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
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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 this 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. At the top is the IdentoGO logo and a navigation bar with links for Services, Solutions, Locations, News, and Partners. The main heading is "Tennessee". Below this is a paragraph about IdentoGO's role in supporting the state of Tennessee. Another paragraph describes the services provided by IdentoGO Centers. A section titled "Important Notice regarding ePay Options" states that credit card payments must be made onsite. Below this is a section for "Enrollment Services" with the instruction "Select an Option Below to Get Started". There are five service cards: Digital Fingerprinting, TSA Pre✓®, HAZMAT, TWIC®, and FBI History Check, each with a brief description of the service.

IdentoGO
By IDEMIA

Services Solutions Locations News Partners

Tennessee

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.

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.

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.](#)

Enrollment Services

Select an Option Below to Get Started

Digital Fingerprinting

Fingerprinting for state and federal agency or employment requirements. Schedule a New Appointment, Change an Existing Appointment or Check your Status.

TSA Pre✓®

An expedited security screening program connecting travelers departing from the United States with smarter security and a better air travel experience.

HAZMAT

A threat assessment for any driver seeking to obtain, renew and transfer a hazardous materials endorsement on a state-issued commercial driver's license.

TWIC®

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.

FBI History Check

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.

For New Appointments 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. Schedule a New Appointment	To Mail In Your Fingerprint Card 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. Register for Fingerprint Card Processing Service	To Look Up or Change an Existing Appointment To look up, reschedule or cancel your appointment, please choose one of the below methods to locate your record. Registration ID (REGID) UEID Email Address	For Fingerprint Rejection Notices To schedule your retake appointment, we need to lookup your registration. Please choose one of the below methods to locate your record. Transaction Control Referral (TCR)	Check the Status of your Service To check the status of your fingerprint background check, please choose one of the methods below to locate your record. Registration ID (REGID) Transaction Control Referral (TCR) Email Address UEID
---	---	--	--	---

- 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
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 topay forcard 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
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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 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 AT-1), the following topics related to access, dissemination, security, and misuse of CJI are explained 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) mean 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