

NOTICE OF MEETING AND AGENDA

**GHI BOARD OF DIRECTORS
OPEN MEETING**

Begins At 7:45 p.m.

Thursday, February 17, 2022

VIRTUAL ZOOM MEETING ROOM

Members & Visitors may attend remotely.

1. Approval of Agenda

2. Statement of a Closed Meeting on February 17, 2022 (Attachment #1)

3. Visitors and Members (Comment Period)

4. Approval of Membership Applications

5. Committee Reports

6. For Action or Discussion

- | | | |
|---|------------|-------------------|
| a. Approve Minutes of the Open Meeting Held on January 6, 2022 – (Attachment #2) | 2 Minutes | Discussion/Action |
| b. Proposed Solar PVES Pre-paid Power Purchase Agreement – 1 st reading (Attachment #3a-3c) | 20 Minutes | Discussion/Action |
| c. Bicycle Committee’s Proposal Re: Bicycle Storage Lockers – (Attachment #4) | 10 Minutes | Discussion/Action |
| d. Review 2021-22 Board Action Plan – (Attachment #5) | 20 Minutes | Discussion/Action |
| e. Format of the Inspection Form for the 2022 Exterior Building and Yard Inspection Program – (Attachment #6) | 15 Minutes | Discussion/Action |
| f. Motion to Hold a Closed Meeting on March 6, 2022 | 2 Minutes | Discussion/Action |

7. Items of Information

- a. President’s Items
- b. Board Members’ Items
- c. Audit Committee’s Items
- d. Manager’s Items

Ed James
Secretary

NOTE: AT 10:15 P.M., THE BOARD MAY IMMEDIATELY MOVE TO ITEM 7, EVEN IF THE PRECEDING AGENDA ITEMS HAVE NOT BEEN COMPLETED.

MANAGER'S MEMORANDUM

TO: GHI Board of Directors
FROM: Eldon Ralph, General Manager 
DATE: February 11, 2022
SUBJECT: Items for the **GHI OPEN** Board Meeting on February 17, 2022

GHI Open Meeting

6a. Approve Minutes of the Open Meeting Held on January 6, 2022 – (Attachment #2)

Suggested motion: I move that the Board of Directors approve the minutes of the Open Meeting that was held on January 6, 2022 (as presented/as revised).

6b. Proposed Solar PVES Pre-paid Power Purchase Agreement – 1st reading (Attachment #3a-3c)

During the annual membership meeting on May 10, 2018, a vote was taken to authorize GHI's Board of Directors to enter into a contract to install a solar photovoltaic electrical system to supply electricity for GHI's Administration Building. Two options were considered and approved.

- Option 1, as Amended
On behalf of the Board, be it moved that the membership of Greenbelt Homes Inc. permits the Board of Directors to enter into a contract to purchase a solar panel system of at least 125-kilowatt capacity, for no more than \$280,000 that would supply electricity to GHI's Administration Buildings.
- Option 2, as Amended
On behalf of the Board, be it moved that the membership of Greenbelt Homes Inc. permits the Board of Directors to enter into a Power Purchase Agreement (PPA) for a solar panel system that would supply electricity to GHI's Administration Buildings, not to exceed \$22,000 for the first year with adjustments for the rising cost of electricity in future years.

In 2018, GHI entered into a Power Purchase Agreement (PPA) with Sustainable Energy Systems LLC (attachment #3a), whereby SES financed, and constructed a 133KW (AC) solar photovoltaic energy system (PVES) on the premises of the Administration Building Complex. Under the terms of this agreement, GHI would purchase electrical energy for a minimum of 15% less than the rate PEPCO charges.

SES has offered to amend the current agreement from a Power Purchase Agreement (PPA) to a **pre-paid** PPA. Under the pre-paid PPA, GHI would pay SES \$258,155.52 at the beginning of the contract; an amount that is equivalent to the savings GHI would accrue in electrical costs plus solar renewable energy credits received by year 9 after the system is commissioned. SES would own the system for a period of 5 years and then sell or donate the system to GHI.

On May 6, 2021, the Board established a task force comprised of Steve Skolnik, Chuck Hess, and Eldon Ralph (staff liaison) to negotiate with SES and formulate a draft pre-paid PPA. On July 1st, the Board reviewed the task force's report which included a draft pre-paid PPA and financial analyses showing savings that GHI would obtain from the current PPA and the proposed pre-paid PPA. The Board directed the Manager to request legal counsel to review the draft pre-paid power PPA and also advise whether GHI's bylaws and the 2018 membership vote allowed the Board to enter into the proposed pre-paid PPA.

On September 30, 2021, Attorney Douglass from the law firm Whiteford, Taylor, Preston provided an opinion in reference to Article VIII, Section 11.d. of the Bylaws, regarding multi-year contracts, which stated that it is legitimate for GHI to enter into a pre-paid PPA without a further membership vote, provided the \$400,000 aggregate limit for multi-year contracts is not exceeded. GHI would not exceed the \$400,000 aggregate limit for multi-year contracts if the Board approved the pre-paid PPA; hence a further membership vote is not necessary.

On November 18, 2021, the Board reviewed a financial spreadsheet that Board Treasurer Luly, Director Chuck Hess, and Finance committee member Bill Jones prepared regarding the projected financial benefit to GHI of owning the solar PVES in terms of 'net present value.' The analysis showed that the proposed option to purchase has a Net Present Value of \$547,426; the current option to lease has a Net Present Value of \$331,924. i.e., purchase is \$215,502 better in today's dollars, based on the following assumptions:

- Electric prices rise at 0.553% annually.
- Power generated the first year would cost \$23,496 from Pepco (the lease option requires GHI to pay 85% of that to the contractor, which is \$19,972).
- Monies invested by GHI will earn 2.5% annually.
- The contractor's estimate of \$61,558 earnings in SRECs for the first ten years is correct.

The Board then directed that legal counsel should continue reviewing the draft pre-paid PPA and requested GHI member Steve Skolnik to continue inspecting the Solar PVES that SES installed, review its material specifications, and provide a report on the quality of the installation.

Attorney Stephen Luttrell of the law firm Whiteford, Taylor, Preston reviewed a pre-paid PPA

amendment to the original PPA that SES provided and made several changes. Mr. Luttrell has presented a final draft pre-paid PPA amendment (Attachment #3b) for the Board's review.

Attachment #3c is a report from Steve Skolnik regarding the quality of the Solar PVES installation.

This item is on the agenda for discussion and action.

Suggested motion: I move that the Board authorize the Manager for first reading to sign the pre-paid Power Purchase Amendment to the Solar Power Purchase Agreement between GHI and Sustainable Energy Systems, LLC as presented, with a contract price amount of \$258,155.52 to be paid by GHI to Sustainable Energy Systems, LLC.

6c. Bicycle Committee's Proposal Re: Bicycle Storage Lockers

Attachment #4 is a proposal from the Bicycle Committee which advocates for bicycle storage lockers to be permitted as legitimate second structures in yards because they serve a unique and necessary purpose.

GHI rules regarding storage sheds state that a unit must have at most one shed, and it must not be in the serviceside yard, with the following exceptions:

- a) A shed may be permitted in the serviceside yard instead of the gardenside yard or end yard if the shed is determined by staff to be less visually intrusive in this location, or if the unit is a one-bedroom frame unit with only a serviceside yard.
- b) A trash storage shed is permitted in a unit's serviceside yard if there is no other trash container cabinet or screened enclosure and the shed is at most 4 feet high, 5 feet long, and 3 feet deep. This trash storage shed is in addition to the one shed permitted as described above.

This item is on the agenda for discussion and possible action.

Suggested motion: I move that the Board of Directors direct the Architectural Review Committee to review the Bicycle Committee's Proposal and recommend changes that should be made to GHI's rules to accommodate the storage of bicycles in yards. The Architectural Review Committee shall provide its recommendations by _____.

6d. Review 2021-22 Board Action Plan – (Attachment #5)

Attachment #5 is the updated 2021-22 Board Action Plan as of February 10, 2022.

The Board reviewed Section A: Buildings and Property on February 3rd. This item is on the agenda for the Board to review the remaining sections of the Action Plan and discuss steps to initiate tasks that have not yet begun.

6e. Format of the Inspection Form for the 2022 Exterior Building and Yard Inspection Program – (Attachment #6)

Beginning in May, staff will undertake exterior building and yard inspections on the premises of 1/3rd of GHI's units during 2022. Attachment #6 is a report on the 2021 Exterior and Yard Inspection Program that the Board discussed on October 7, 2021.

Staff is requesting the Board to decide whether any changes should be made to the inspection form as presented in Attachment #6 for conducting the 2022 Exterior Building and Yard Inspection Program.

This item is on the agenda for discussion and action.

Suggested motion: I move that the Board of Directors direct staff to use the inspection form (as presented/ as revised) for conducting the 2022 Exterior Building and Yard Inspection Program.

6f. Motion to Hold a Closed Meeting on March 6, 2022

Suggested motion: I move to hold a closed meeting of the Board of Directors at 7:00 pm on March 6, 2022.

Statement of Closed Meeting Held on February 17, 2022

GHI's Board of Directors held a closed meeting at 7:00 PM on February 17, 2022, via internet audio/video conference to discuss the following matters, as specified in the noted sub-paragraphs of the Maryland Cooperative Housing Corporation Act § 5-6B-19 (e) (1):

1. Approve Minutes of the Closed Meeting held on January 6, 2022	(vii)
2. Review a Request from a Member for Extension of a Rental Permit	(iv)
3. Consider Approval of the Following Contracts: <ul style="list-style-type: none"> • Acquisition of New Radios for the Maintenance Department – 1st reading • Repairs to a GHI Unit due to Flood Damage – 1st reading 	(vi)

The motion to hold the closed meeting was approved during the open meeting of February 3, 2022, by Directors Bilyeu, Brodd, Carter-Woodbridge, Hess, James, Lambert, Luly, McKinley and Mortimer.

Draft GHI Board of Directors
Open Meeting
(Virtual Zoom)
January 6, 2022
7:45 pm

Board Members Present: Bilyeu, Brodd, James, Luly, McKinley, Carter-Woodbridge, and Mortimer

Excused Absences: Lambert, Hess

Others in Attendance:

Joe Perry, Director of Finance

Maesha McNeill, Human Resources Manager

Deanna Washington, Director of Member Services

Bruce Mangum, Contract Processor

David Benack, Audit Committee

Sam Lee, Audit Committee

Dale Wilding, Audit Committee

Joe Ralbovsky, 62-E Ridge Road

Tom Jones, 1-C Woodland Way

Molly Lester, 6-M Hillside Road

Bill Jones, 15-D Ridge Road

Claudia Jones, 7-D Laurel Hill Road

Ben Fischler, 14-V4 Ridge Road

Peter Teuben, 18-H Ridge Road

Susan Cahill, 7-A Hillside

Isaac Rehner, 7-E laurel Hill Road

Mona Atari, 7-F Laurel Hill Road

Henry Haslinger, 4-A Ridge Road

Ann Samuel, Recording Secretary

President Brodd called the meeting to order at 7:45 pm.

1. Approval of Agenda

Item 6d was revised by replacing “Structures” with “Equipment”

Item 6e was revised by replacing “Co-op” with “Condo and Co-op”

Motion: To approve the agenda, as revised.

Moved: James

Seconded: Mortimer

Carried: 7-0

2. Statements of Closed Meetings

2a. Statement of Closed Meeting Held on December 16, 2021

GHI's Board of Directors held a closed meeting at 7:00 PM on December 16, 2021, via internet audio/video conference to discuss the following matters, as specified in the noted sub-paragraph of the Maryland Cooperative Housing Corporation Act § 5-6B-19 (e) (1):

1.	Approve Minutes of the Closed Meeting held on November 4, 2021	(vii)
2.	Approve Minutes of the Closed Meeting held on November 18, 2021	(vii)
3.	Approve Minutes of the Informal Complaint Hearing Held on November 22, 2021	(vii)
4.	Consider Approval of the following Contracts: <ul style="list-style-type: none"> • Contract for 2022 Property and Business Owner's Insurance Coverage – 1st and only reading • Contract for Repairs to a GHI Unit – 1st reading 	(vi)
5.	Member Financial Matters	(viii)

During the meeting, the Board of Directors approved for first and only reading (due to the emergency that a contract must be renewed by January 1, 2022), the expenditure of \$802,105 with an extra 1% to cover any unforeseen contingencies, for a total not exceeding \$810,216 to renew GHI's Property and Business Owners' Insurance Policy for 2022 through USI Insurance Services.

The motion to hold the closed meeting was approved during the open meeting of November 18, 2021, by Directors Bilyeu, Brodd, Hess, James, Lambert, Luly, and McKinley.

2b. Statement of Closed Meeting Held on January 6, 2022

GHI's Board of Directors held a closed meeting at 7:00 PM on January 6, 2022, via internet audio/video conference to discuss the following matters, as specified in the noted sub-paragraph of the Maryland Cooperative Housing Corporation Act § 5-6B-19 (e) (1):

1.	Approve Minutes of the Closed Meeting held on December 2, 2021	(vii)
2.	Consider Approval of the following Contract: <ul style="list-style-type: none"> • Contract for Repairs to a GHI Unit – 2nd reading • Contract for Repairs to a GHI Unit - 1st reading • 2022-2023 Contract for Yardi Property Management System - 1st reading 	(vi)
3.	Member Financial Matters	(viii)
4.	Member Complaint Matters	(iv)
5.	Consultation with Legal Counsel on a Legal Matter	(iv)

During the meeting, the Board of Directors approved for second and final reading a contract with WJS Painting Inc. to repair a unit that a member assigned to GHI, at the contractor's bid of \$10,500 plus 10% for contingencies, for a total not to exceed \$11,550.

The motion to hold the closed meeting was approved during the open meeting of December 16, 2021, by Directors Bilyeu, Brodd, Carter-Woodbridge, Hess, James, Lambert, Luly, McKinley, and Mortimer.

3. Visitors and Members (Comment Period)

Claudia Jones, 7-D Laurel Hill Road, advised she would like to make a comment about the minutes from December 2, 2021 and inquired the best time to make those comments. President Brodd advised Ms. Jones to raise her comments under Item 6a.

4. Approval of Membership Applications

Motion: I move that the Board of Directors approve the following persons into the cooperative and membership be afforded them at the time of settlement:

- **David S. Hoke and Joseph Hoke, Joint Tenants, 10-N Laurel Hill Road;**
- **Lori D. Farrar, Sole Owner, 14-G Laurel Hill Road;**
- **Joseph R. Mills, Sole Owner, 21-N Ridge Road;**
- **Thomas C. Doggett, Sole Owner, 43-E Ridge Road;**
- **David B. Beyth and Irene J. Beyth, Tenants by the Entirety, 3 Woodland Way.**

Moved: James

Seconded: Carter-Woodbridge

Carried: 7-0

Motion: I move that the Board of Directors approve the following Mutual Ownership Contract changes:

- **John F. Downs, Jr., Trustee and Dolores M. Downs, Trustee. Trust dated 20 February 1996, 4-D Crescent Road is changed to Dolores M. Downs, Sole Owner;**
- **Jennifer E. Lee and Sarah E. O'Brien, Tenants by the Entirety, 12-B Ridge Road, is changed to Jennifer E. Lee, Sole Owner.**
- **Alexander G. Caruso and Amy B. Caruso, Tenants by the Entirety, 17-C Ridge Road, is changed to Alexander G. Caruso, Sole Owner;**
- **David A. Patton, Sole Owner, 73-R Ridge Road, is changed to Naomi E. Patton, Sole Owner.**

Moved: James

Seconded: McKinley

Carried: 7-0

5. Committee Reports

Director McKinley updated the Board on the report from the Storm Water Management Subcommittee. She also mentioned a work session scheduled for January 28, 2022.

Director McKinley updated the Board on the Buildings Committee continuing work on the pipe replacement project as well as hosting an educational webinar on the PG County Rain Check Rebate program.

In July 2021, the GHI Board of Directors approved a proposal to designate the Parcel U woodlands as a Bird Hostel & Habitat, while remaining undeveloped in perpetuity. Having approved that proposal, the Board suggested that the Woodlands Committee submit a second one, regarding signage. This proposal (Attachment #4) describes the Woodland Committee’s plans for signs to be installed at the borders of the Bird Hostel and Habitat, and alternatives to “no dumping” signs, to discourage disposal of yard waste that can form a barrier and prevent many species of birds from being able to scrape the soil to obtain their food.

This item is on the agenda for discussion and action.

Motion: I move that the Board of Directors approve the Woodlands Committee recommendations as presented in their proposal regarding the placement of signs within the Bird Hostel and Habitat in Parcel U of GHI’s Woodlands and alternatives to placement of ‘no dumping’ signs. Further, I move that the Board of Directors authorize the Woodlands Committee to implement the recommendations.

Moved: Luly

Seconded: Carter-Woodbridge

Carried 6-0-1

Abstained: McKinley

6d. Proposed Rules for Pools and Outdoor Recreation Equipment – (Attachments #5a-5c)

On April 1, 2021, the Board established a task force to recommend changes in policies and procedures to mitigate GHI’s liability associated with certain types of outdoor structures that members wish to install. The task force’s report contained the following recommendations:

Changes in Member-Handbook Regulation/ Member Requirements

1. Requirement of appropriate liability coverage, with types and examples that would comply, included in materials and responses to member inquiries.
2. A signed hold-harmless agreement (attached to other provisional paperwork explaining requirements).
3. Some method of concurrence or acceptance, that member structures must have the ability to be ‘closed’ to prevent them from being an ‘attractive nuisance.’
4. Reexamination/ reiteration of current ‘seasonality’ of certain outdoor structures.

On December 2, 2021, the Board reviewed the task force’s report and member comments about the report and requested that legal counsel draft revised rules based on the recommendations regarding the permitting and monitoring of outdoor structures that are an “attractive nuisance”.

Attorney Joe Douglass is proposing that the current Member Handbook rule XIII. SWIMMING POOLS AND ORNAMENTAL PONDS (Attachment #5a) be replaced with XIII. POOLS AND

OUTDOOR RECREATION EQUIPMENT (refer to Attachment #5b). The proposed new rule states that as a condition of GHI approval, each member who wishes to install a pool or recreation equipment must sign a Recreation Structure Indemnification Agreement (Attachment #5c).

The proposed new rule also states that each Member who wishes to install a pool or recreation equipment must obtain and at all times maintain liability insurance providing coverage for any injury or damage arising in connection with use of the pool or recreation equipment. Theresa Melson, Senior Vice President of USI Services (GHI's insurance broker) stated as follows: *"A standard HO6 policy usually has a personal liability limit of \$300,000 or \$500,000. From what I understand, the cost for the \$500,000 is not significantly more than the \$300,000 so many of the personal lines brokers have started using the \$500,000 limit as a matter of practice. We generally recommend the higher limit on these policies – if a swimming pool or trampoline is involved, we may also recommend consideration of an umbrella since both of these amenities are considered "higher risk." I would suggest a minimum liability limit of \$1 million for umbrella coverage. Actually, many commercial insurance policies are now excluding coverage for trampolines and "bounce houses" due to the high risk involved."*

This item is on the agenda for discussion and action.

Board consensus was to send the proposed language back to the task force for review, consideration, and recommendation on adoption.

6e. New Fannie Mae Requirements for Condo and Co-op Projects – (Attachment #6)

Due to recent events in Florida with the tragic Condominium collapse, Secondary Market investors are requiring lenders to document certain items pertaining to deferred maintenance before they can sell any loans to them. The new Fannie Mae requirements are described in Attachment #6.

This item is on the agenda for discussion.

President Brodd and Director of Finance, Joe Perry, discussed the response to Fannie Mae being indicative that GHI does not have a deferred maintenance plan, so they are already in accordance with Fannie Mae's requirements.

6f. Workplace Protocols During the Current Resurgent Covid Epidemic

Last year, staff resumed full operations on June 8, 2020, after the state/county-imposed 'lockdown' due to Covid was lifted. Since then, staff has provided normal services without interruption. Staff is concerned about the rising number of new Covid cases in Maryland over the past few weeks; however, we recommend that routine services should continue to be provided.

Until further notice, we request that members should only visit the Administration Building in the event of an emergency. Members should communicate with staff by email or telephone.

Also, staff will not provide maintenance service to a unit, if a member does not wear a face covering and observe social distancing protocols, while the work is being performed.

Staff will continue to be vigilant in following the safety guidelines and operational practices recommended by the CDC and our public health officials, and adhere to the following procedures:

- All persons entering the Administration Building must wear a face covering.
- All employees and contractors performing work on behalf of GHI must wear face coverings.
- We will continue to provide all employees with the appropriate personal protective equipment to perform their jobs in a safe manner.
- We will continue to provide all employees, hand sanitizers and anti-bacterial disinfectant cleaners and wipes. Five hand-sanitizer stations have been installed in various locations of the Administration Building.
- No more than one person will be permitted in a GHI vehicle at a time.
- Employees must continue to adhere to strict social distancing guidelines, i.e., maintain a distance of 6 feet between persons, no in-person meetings, no more than two people eating a meal in the kitchen.
- If an employee tests positive for the coronavirus, employees will receive a notice of workplace exposure to a communicable disease. This will notify employees of the reported case, not disclosing the employee's name.
- The Covid-19 employee task force will continue to meet to review staff's performance in following the procedures that have been established and recommend any adjustments that are necessary.

This item is on the agenda for discussion.

Human Resources Manager, Maesha McNeill, asked that members limit their visits to the GHI office until such time as COVID cases begin declining. Board members unanimously agreed with HRM McNeill.

6g. Motion to Hold a Closed Meeting on January 20, 2022

Motion: I move to hold a closed meeting of the Board of Directors at 7:00 pm on January 20, 2022.

Moved: James

Seconded: Mortimer

Carried 7-0

7. Items of Information

7a. President's Items

President Brodd notified members that insurance deductibles for “other types of damage,” were increased from \$10,000 per instance to \$25,000 per instance.

Reminded members of GDC Work Session scheduled for January 27, 2022 at 7:00 pm.

7b. Board Member’s Items

Director McKinley reminded members of the Rain Check Rebate webinar scheduled for January 18, 2022 at 7:00 pm

7c. Audit Committee’s Items

None

7d. Manager’s Items

Director of Finance, Joe Perry, advised members of a meeting scheduled with Bill Monks to discuss real estate tax assessments.

Motion: To adjourn.

Moved: Carter-Woodbridge

Seconded: Mortimer

Carried: 7-0

The meeting adjourned at 9:06 pm.

Ed James
Secretary



SOLAR POWER PURCHASE AGREEMENT

For

GREENBELT HOMES INCORPORATED

Sustainable Energy Systems, LLC

301-788-4003

www.SustainableEnergySystems.net

Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this "Agreement") is entered into by the parties listed below (each a "Party" and collectively the "Parties") as of the date signed by Seller below (the "Effective Date").

Purchaser:		Seller:	
Name and Address	Greenbelt Homes Incorporated 1 Hamilton Pl, Greenbelt, MD 20770 Attn: General Manager	Name and Address	Sustainable Energy Systems LLC 4509 Metropolitan Court Unit H Frederick, MD 21704 Attn: Zayn Bradley, Rollie Belles, Ryan Nicholson, Kurt Zwally
Phone	301-474-4161	Phone	(301) 788-4003 (703) 216-2325 (Kurt Zwally Direct)
Fax	N/A	Fax	1(240) 556-0377
E-mail	mgmtoffice@ghi.coop	E-mail	Kurt@sustainableenergysystems.net
Premises Ownership	Purchaser <input checked="" type="checkbox"/> owns <input type="checkbox"/> leases the Premises. List Premises Owner, if different from Purchaser:	Additional Seller Information	

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar panel system described in **Exhibit 2** (the "System") and installed at the Purchaser's facility described in **Exhibit 2** (the "Facility").

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

- Exhibit 1** Basic Terms and Conditions
- Exhibit 2** System Description
- Exhibit 3** Credit Information
- Exhibit 4** General Terms and Conditions
- Exhibit 5** Form of Memorandum of License [this Exhibit deleted]
- Exhibit 6** Form of Easement Agreement

Purchaser: Greenbelt Homes Incorporated

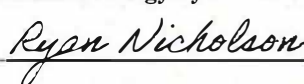
Signature: 

Printed Name: ELDON RALPH

Title: General Manager

Date: 9/17/18

Seller: Sustainable Energy Systems LLC

Signature: 

Printed Name: Ryan Nicholson

Title: Sales Manager

Date: 10/12/2018

Exhibit 1
Basic Terms and Conditions

1. **Term:** Twenty (20) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** Up to two (2) Additional Terms of five (5) years each.
3. **Environmental Incentives and Environment Attributes:** Accrue to Seller.
4. **Contract Price:**

Contract Year	\$/kWh
1	\$0.1181
2	\$0.1216
3	\$0.1253
4	\$0.1290
5	\$0.1329
6	\$0.1368
7	\$0.1409
8	\$0.1451
9	\$0.1495
10	\$0.1540
11	\$0.1586
12	\$0.1633
13	\$0.1682
14	\$0.1732
15	\$0.1784
16	\$0.1837
17	\$0.1892
18	\$0.1949
19	\$0.2007
20	\$0.2067

Seller will increase base price per kWh by 2.9% every year. Seller guarantees that at no time will the solar generated price per kWh be more than 85% of the rate of local utility's price per kWh (this ensures a minimum savings of 15% per kWh). Purchaser must provide 12 months' worth of electrical bills by the anniversary of the contract date each year for an evaluation of the utilities price per kWh to ensure aforementioned minimum savings is applied to that contract year's rate. Seller will have seven (7) business days to evaluate the electric bills and respond with the upcoming contract year's rate. If the seller fails to provide the necessary electric bills, the 2.9% escalator will be assessed based on previous contract year's solar price per kWh. The utility's electricity price shall be determined as follows: the twelve month average of the following calculation: ((total electric charges minus any fixed monthly charges, also known as customer charge on the monthly bill) divided by total kilowatt hours).

5. **Condition Satisfaction Date:** 6/30/19 with permit and utility applications submitted by 11/15/18 and materials on site by 3/31/19.
6. **Anticipated Commercial Operation Date:** Approximately four months from date of PPA signing.
7. **Rebate Variance.** All prices in this Agreement are calculated based on an upfront rebate of \$0. If the actual rebate is lower than calculated, prices will be adjusted pro-rata to reflect the actual rebate received.

8. **Purchaser Options to Purchase System.** None or as set forth in Section 14(b).

9. **System Installation:**

Includes:	<p><input checked="" type="checkbox"/> Design, engineering, permitting, installation, monitoring, rebate application and paperwork processing of the System.</p> <p><input checked="" type="checkbox"/> Limited Warranty.</p> <p><input type="checkbox"/> List of Approved Subcontractors <input checked="" type="checkbox"/> Any like substantive equipment, in the sole discretion of the Seller.</p> <p><input type="checkbox"/> State or Utility Rebate, if any. Describe: _____</p>
Excludes:	<p>Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles), upgrades or repair to the Facility or utility electrical infrastructure that is not related to the solar power system being installed, payment bonds, performance bond(s), prevailing wage construction, tree removal, or tree trimming.</p> <p>Within ten (10) days of providing any determination, in writing, of the cost to address any of the excluded items referenced in this section, and before construction begins, Purchaser shall have the sole and exclusive right to terminate this Agreement without any cost or penalty to be paid to Seller.</p>

8. **Purchaser Options to Purchase System.** None or as set forth in Section 14(b).

9. **System Installation:**

Includes:	<p><input checked="" type="checkbox"/> Design, engineering, permitting, installation, monitoring, rebate application and paperwork processing of the System.</p> <p><input checked="" type="checkbox"/> Limited Warranty.</p> <p><input type="checkbox"/> List of Approved Subcontractors <input checked="" type="checkbox"/> Any like substantive equipment, in the sole discretion of the Seller.</p> <p><input type="checkbox"/> State or Utility Rebate, if any. Describe: _____</p>
Excludes:	<p>Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles), upgrades or repair to the Facility or utility electrical infrastructure that is not related to the solar power system being installed, payment bonds, performance bond(s), prevailing wage construction, tree removal, or tree trimming.</p> <p>Within ten (10) days of providing any determination, in writing, of the cost to address any of the excluded items referenced in this section, and before construction begins, Purchaser shall have the sole and exclusive right to terminate this Agreement without any cost or penalty to be paid to Seller.</p>

Exhibit 2
System Description

1. **System Location:** 1 Hamilton Pl, Greenbelt, MD 20770
2. **System Size (DC kW):** The system would be sized to produce an estimated 157,530 kilowatt hours per year (approximately 133.125 kW total).
3. **Expected First Year Energy Production (kWh):** 157,530
4. **Expected Structure:** Ground Mount Roof Mount Parking Structure Other
5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
72 cell commercial module to be determined. It is likely to be a 355 watt Trina Tall-max monocrystalline module. However, the seller, as the owner of the system, has the right to select the most appropriate panel to meet the annual kWh target at the price agreed.	375

6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
SolarEdge three phase w/Optimizers	188

7. **Facility and System Layout:** See Exhibit 2, Attachment A
8. **Utility:** PEPCO

Exhibit 2
Attachment A:
 Facility and System Layout

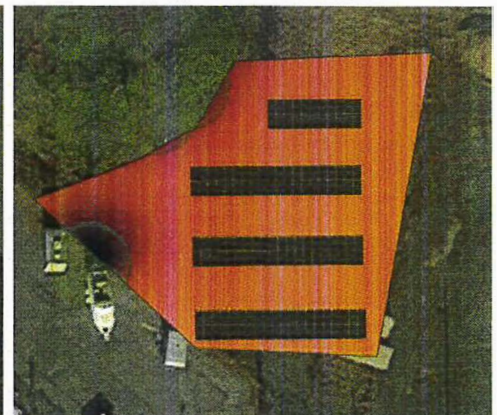
An Aerial Photograph of the Facility	See below
Conceptual Drawing of the System	See below
Delivery Point	At Main Service Meter in Admin Building At Main Service Meter in warehouse via underground cable
Access Points	<ol style="list-style-type: none"> 1. Roof Top Access Required for the Administration Building and the Warehouse Building. 2. RV/Boat lot & grassy area Access required. 3. Main Service Panel Access Required for both buildings. 4. Utility Meter Access Required.



Admin Building Roof Mount



Warehouse Building Roof Mount



Ground Mounts

Exhibit 3
Credit Information

Promptly following the execution of this Agreement, Purchaser shall supply Seller with the following credit information:

PURCHASER INFORMATION							
Name: Greenbelt Homes Incorporated					Tax ID: 52-0625535		
Previous & Other Names: N/A				Website: http://www.ghi.coop/			
Corporate Address: 1 Hamilton Place							
City, State, Zip Greenbelt, MD 20770							
Phone Number: 301-474-4161				Fax Number: N/A			
Entity Type Check One:	S-Corp	C-Corp	Partnership	Sole Prop	LLC	LLP	Other X
Property Address for Solar Installation: 1 Hamilton Place Greenbelt			State: Maryland	Zip Code: 20770	Property Owned by Applicant YES		
Property Type Commercial	Insurance Agent Name		Agents Phone: () - -	Name of Property Owner if Not Applicant			

The above information and any information attached is furnished to Seller and its Financing Parties in connection with the Application of credit for which you may apply or credit you may guarantee. You acknowledge and understand that the Lender is relying on this information in deciding to grant or continue credit or to accept a guarantee of credit. You represent, warranty and certify that the information provided herein is true, correct and complete. The Lender is authorized to make all inquiries deemed necessary to verify the accuracy of the information contained herein and to determine your creditworthiness. You authorize any person or consumer-reporting agency to give the Lender any information it may have about you. You authorize the Lender to answer questions about its credit experience with you. Subject to any non-disclosure agreement between you and Lender, this form and any other information given to the Lender shall be the Lender's property. If your application for business credit is denied you have the right to a written statement of the specific reason for the denial. To obtain the statement, please contact Seller at (301) 788-4003. You must contact us within 60 days from date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request.

Signature:  Title: *General Manager* Date: *9/17/18*

NOTICE: The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency, Customer Assistance Unit, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050. Seller is an equal opportunity lender.

Exhibit 4
Solar Power Purchase Agreement
General Terms and Conditions
August 8, 2013 Solar Energy Finance Association Version 1.0

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. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electric energy generated by the System during the Initial Term and any Additional Term (as defined in **Exhibit 1**, and collectively the “Term”). Electric energy generated by the System will be delivered to Purchaser at the delivery point identified on **Exhibit 2** (the “Delivery Point”). Purchaser shall take title to the electric energy generated by the System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Purchaser may purchase electric energy for the Facility from other sources if the Purchaser's electric requirements at the Facility exceed the output of the System. Any purchase, sale and/or delivery of electric energy generated by the System prior to the Commercial Operation Date shall be treated as purchase, sale and/or delivery of limited amounts of test energy only and shall not indicate that the System has been put in commercial operation by the purchase, sale and/or delivery of such test energy.
3. **Term and Termination.**
 - a. **Initial Term.** The initial term (“Initial Term”) of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement. The “Commercial Operation Date” is the date Seller gives Purchaser written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point. Such notice shall be deemed effective unless Purchaser reasonably objects within five (5) days of the date of such notice. Upon Purchaser's request, Seller will give Purchaser copies of certificates of completion or similar documentation from Seller's contractor and the interconnection or similar agreement with the entity authorized and required under applicable law to provide electric distribution service to Purchaser at the Facility (the “Utility”), as set forth on **Exhibit 2**. This Agreement is effective as of the Effective Date and Purchaser's failure to enable Seller to provide the electric energy by preventing it from installing the System or otherwise not performing shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.
 - b. **Additional Terms.** Prior to the end of the Initial Term or of any applicable Additional Term, as defined below, if Purchaser has not exercised its option to purchase the System, either Party may give the other Party written notice of its desire to extend this Agreement on the terms and conditions set forth herein for the number and length of additional periods specified in **Exhibit 1** (each such additional period, an “Additional Term”). Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Initial Term or the then current Additional Term, as applicable. The Party receiving the notice requesting an Additional Term shall respond positively or negatively to that request in writing within thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall be deemed a rejection of the offer for an Additional Term. If both Parties agree to an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term on the same terms and conditions as set forth in this Agreement. If the Party receiving the request for an Additional Term rejects or is deemed to reject the first Party's offer, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.
4. **Billing and Payment.**
 - a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electric energy generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in **Exhibit 1** (the “Contract Price”). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of energy generated during the applicable month, as measured by the System meter.

- b. **Monthly Invoices.** Seller shall invoice Purchaser monthly, through ACH only. Such monthly invoices shall state (i) the amount of electric energy produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser. The Contract Price includes ACH invoicing. If manual invoicing is required, a twenty five dollar (\$25) handling charge will be added to each invoice.
- c. **Taxes.** The agreed upon base \$/kWh rate (and future increases) include all necessary local/state/federal taxes. 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 Seller's revenues due to the sale of energy under this Agreement, which shall be Seller's responsibility.
- d. **Payment Terms.** All amounts due under this Agreement shall be due and payable net thirty (30) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the thirty (30) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the prime rate (but not to exceed the maximum rate permitted by law).

5. **Environmental Attributes and Environmental Incentives.**

Unless otherwise specified on **Exhibit 1**, Seller is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and Purchaser's purchase of electricity under this Agreement does not include Environmental Attributes, 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 Seller. Purchaser shall cooperate with Seller in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Environmental Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Purchaser, if engaged in commerce and/or trade, shall submit to Seller for approval any press releases regarding Purchaser's use of solar or renewable energy and shall not submit for publication any such releases without the written approval of Seller. Approval shall not be unreasonably withheld, and Seller's review and approval shall be made in a timely manner to permit Purchaser's timely publication.

"**Environmental Attributes**" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits and Green-e® products.

"**Environmental Incentives**" means any and all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or

other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

“**Governmental Authority**” means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any arbitrator with authority to bind a party at law.

“**Tax Credits**” means any and all (a) investment tax credits, (b) production tax credits and (c) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

6. Conditions to Obligations.

a. Conditions to Seller’s Obligations. Seller’s obligations under this Agreement are conditioned on the completion of the following conditions to Seller’s reasonable satisfaction on or before the Condition Satisfaction Date:

- i. Completion of a physical inspection of the Facility and the property upon which the Facility is located (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 Seller’s Financing Parties. “**Construction Agreement**” as used in this subsection means an agreement between Seller and any contractor or subcontractor to install the System;
- iii. Confirmation that Seller will obtain all applicable Environmental Incentives and Tax Credits;
- iv. Receipt of all necessary zoning, land use and building permits;
- 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; and
- vi. Prior to Seller commencing construction and installation of the System, Seller shall have received (A) proof of insurance for all insurance required to be maintained by Purchaser under this Agreement, (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 Seller’s rights under this Agreement for as long Seller is not in default hereunder and (C), if Purchaser is not the fee owner of the Premises, a signed and notarized original copy of the easement agreement suitable for recording, substantially in the form attached hereto as **Exhibit 6** (the “**Easement Agreement**”).

b. Conditions to Purchaser’s Obligations.

- i. Purchaser’s obligations under Section 4(a) are conditioned on the occurrence of the Commercial Operation Date for the System.
- ii. Receipt of all necessary zoning, land use and building permits;
- iii. 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, and confirmation that net metering will be available such that Purchaser can acquire all necessary supplemental electric energy from the Utility in order to meet its power needs at the Facility; and
- iv. Proof of insurance for all insurance required to be maintained by Seller under this Agreement.

c. **Failure of Conditions.** If any of the conditions listed in subsections (a) or (b) above are not satisfied by the applicable dates specified in those subsections, 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 the Party that has not failed to meet an obligation may terminate this Agreement upon ten (10) days written notice to the other Party without liability for costs or damages or triggering a default under this Agreement.

7. **Seller's Rights and Obligations.**

a. **Permits and Approvals.** Seller, with Purchaser'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 Facility electrical system and/or the Utility's electric distribution system.

Purchaser shall cooperate with Seller's reasonable requests to assist Seller in obtaining such agreements, permits and approvals.

- b. **Standard System Repair and Maintenance.** Seller shall construct and install the System at the Facility. During the Term, Seller will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser's negligence, willful misconduct or breach of this Agreement or the Site Lease (if applicable). Seller shall not be responsible for any work done by others on any part of the System unless Seller authorizes that work in advance in writing. Seller 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 Seller or Seller's contractors. If the System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller's contractors' then current standard rates. Seller shall provide Purchaser with reasonable notice prior to accessing the Facility to make standard repairs.
- c. **Non-Standard System Repair and Maintenance.** If Seller incurs incremental costs to maintain the System due to conditions at the Facility or due to the inaccuracy of any information provided by Purchaser and relied upon by Seller, 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 Seller. In such event, the Parties will negotiate such equitable adjustment in good faith.
- d. **Breakdown Notice.** Seller shall notify Purchaser within twenty-four (24) hours following Seller's discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Purchaser and Seller shall use their best efforts to notify the other immediately upon the discovery of an emergency condition affecting the System.
- e. **Suspension.** Notwithstanding anything to the contrary herein, Seller shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser.
- f. **Use of Contractors and Subcontractors.** Seller 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, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors. All contractors and subcontractors to be used for the construction of the System, other than those that may be scheduled on an appendix to this Exhibit, shall be subject to Purchaser's prior written consent, not to be unreasonably withheld.
- g. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Facility free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Facility following non-payment by Purchaser of amounts due under this Agreement. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility or the Premises in connection with such charges, including a reasonable attorney's fee; provided, however, that Seller 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. No Warranty.** NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be Purchaser'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. [The Limited Warranty will provide Purchaser with a separate contract from this Agreement. No rights provided to Purchaser by the Limited Warranty may be asserted under this Agreement. No warranty is made in this Agreement. Therefore, any warranty claim must be made independently of this Agreement and will not affect Purchaser's obligations under this Agreement.]
- 8. Purchaser's Rights and Obligations.**
- a. License to the Premises; Facility Access Rights.** Purchaser grants to Seller and to Seller's agents, employees, contractors and assignees an irrevocable non-exclusive license running with the Premises (the "**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 Seller's obligations and enforcing all of Seller'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 Purchaser'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. Seller shall notify Purchaser prior to entering the Facility except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the "**License Term**"). During the License Term, Purchaser shall ensure that Seller's rights under the License and Seller's access to the Premises and the Facility are preserved and protected. Purchaser shall not interfere with nor shall permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this Agreement by either Party.
- b. 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.
- c. Maintenance of Facility.** Purchaser shall, at its sole cost and expense, maintain the Facility in good condition and repair. Purchaser will ensure that the Facility remains interconnected to the local utility grid at all times and will not permit cessation of electric service to the Facility from the local utility. Purchaser is fully responsible for the maintenance and repair of the Facility's electrical system and of all of Purchaser's equipment that utilizes the System's outputs. Purchaser shall properly maintain in full working order all of Purchaser's electric supply or generation equipment that Purchaser may shut down while utilizing the System. Purchaser shall promptly notify Seller 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.
- d. No Alteration of Facility.** Purchaser shall not make any alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without Seller's prior written consent. If Purchaser wishes to make such alterations or repairs, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Purchaser shall be responsible for all damage to the System caused by Purchaser 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 Purchaser's alterations and repairs, shall be done by Seller or its contractors at Purchaser's cost. All of Purchaser's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.

- e. **Outages.** Purchaser shall be permitted to be off line for a total of forty-eight (48) daylight hours (each, a “**Scheduled Outage**”) per calendar year during the Term, during which days Purchaser shall not be obligated to accept or pay for electricity from the System; provided, however, that Purchaser must notify Seller 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) daylight hours per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Seller shall reasonably estimate the amount of electricity that would have been delivered to Purchaser during such excess Scheduled Outages or unscheduled outages and shall invoice Purchaser for such amount in accordance with Section 4. In the event that the Purchaser needs to make roof repairs, the Purchaser shall be permitted to be offline for a total of ten (10) days every ten (10) years.
- f. **Liens.** Purchaser 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. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys’ fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim. Notwithstanding anything else herein to the contrary, pursuant to Section 19.a, Seller may grant a lien on the System and may assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party.
- g. **Security.** Purchaser 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 Purchaser. Purchaser 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.
- h. **Insolation.** Purchaser understands that unobstructed access to sunlight (“**Insolation**”) is essential to Seller’s performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with the System’s Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the System, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the System’s existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 8(h) against Purchaser.
- i. **Data Line.** Purchaser shall provide Seller a high speed internet data line via wireless access from the purchaser’s administration building during the Term to enable Seller to record the electric energy generated by the System. If hard wiring is required, seller shall provide that from its metering equipment to the seller’s router. If Purchaser fails to provide such high speed internet data line, or if such line ceases to function and is not repaired, Seller may reasonably estimate the amount of electric energy that was generated and invoice Purchaser for such amount in accordance with Section 4.
- j. **Breakdown Notice.** Purchaser shall use its best efforts to notify Seller 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. Purchaser shall use its best efforts to notify Seller immediately upon (i) an interruption in the supply of electrical energy from the System; or (ii) the discovery of an emergency condition respecting the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller’s repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.

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 Seller's obligations hereunder and which has a material adverse effect on the cost to Seller 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 Seller of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Purchaser from Seller 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 Seller 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.

- a. System Relocation. If Purchaser ceases to conduct business operations at the Facility, or otherwise vacates the Facility prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same Utility district as the terminated System or in a location with similar Utility rates and Insolation. Purchaser 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, Purchaser shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) License, which will be amended to grant rights in the real property where the System relocated to; and (iii) Term, which will be equal to the remainder of the Term of this Agreement calculated starting at the shutdown of the System pursuant to such relocation, and shall toll until the relocated System achieves commercial operation of such new location. Such amended agreement shall be deemed to be a continuation of this Agreement without termination. In addition, Purchaser shall be obligated to provide a new executed and notarized easement agreement covering the substitute premises in form and content substantially similar to the Easement Agreement. Purchaser shall also provide any new consents, estoppels, or acknowledgments reasonably required by Financing Parties in connection with the substitute premises.
- b. Costs of Relocation. Purchaser shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Seller 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 Seller's Financing Parties in the System. In addition, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the relocation; (ii) revenues that Seller would have received with respect to the System under any rebate program and any other assistance program with respect to electric energy that would have been produced during the relocation; and (iii) revenues from Environmental Attributes and Tax Attributes that Seller would have received with respect to electric energy that would have been produced by the System during the relocation. Determination of the amount of energy that would have been produced during the relocation shall be based, during the first Contract Year, on the estimated levels of production and, after the first Contract Year, based on actual operation of the System in the same period in the previous Contract Year, unless Seller and Purchaser mutually agree to an alternative methodology. "**Contract Year**" means the twelve month period beginning at 12:00 AM on the Commercial Operation Date or on any anniversary of the Commercial Operation Date and ending at 11:59 PM on the day immediately preceding the next anniversary of the Commercial Operation Date, provided that the first Contract Year shall begin on the Commercial Operation Date.
- c. Adjustment for Insolation; Termination. Seller shall remove the System from the vacated Facility prior to the termination of Purchaser's ownership, lease or other rights to use such Facility. Seller will not be required to restore the Facility to its prior condition but shall promptly pay Purchaser for any damage caused by Seller 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, Seller shall have the right to make an adjustment to Exhibit 1 such that Purchaser's payments to Seller are the same as if the System were located at the original Facility. If Purchaser is unable to provide such substitute facility and to relocate the System as provided, any early termination will be treated as a default by Purchaser.

11. 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 a "**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 other Party (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 with the thirty (30) day period and continues such cure to completion and (B) there is no material adverse affect 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. Purchaser loses its rights to occupy and enjoy the Premises;
- v. a Party, or its guarantor, becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect; or
- vi. Purchaser prevents Seller 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 Purchaser'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 pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement, upon five (5) days prior written notice to the Defaulting Party following the Payment Default.
- ii. Remedies for Other Defaults: On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement or suspension of performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party following the occurrence of the Default Event. 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. If Purchaser terminates this contract without cause prior to System installation a five thousand dollar (\$5,000) design cancellation fee shall also apply in addition to any other remedy available to Seller.
- 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, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "**Termination Payment**"):
 - A. Purchaser. If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to, for any given Contract Year, the amount set forth on **Exhibit 4, Attachment A** attached hereto. The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement. The Termination Payment shall not be less than zero.

- B. Seller. If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (1) the net present value of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (2) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; (3) any removal costs incurred by Purchaser, and (4) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero.
- C. Obligations Following Termination. If a Non-Defaulting Party terminates this Agreement pursuant to this Section 11(b), then following such termination, Seller 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.

12. Representations and Warranties.

a. General Representations and Warranties. Each Party represents and warrants to the other the following:

- 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. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller the following:

- i. License. Purchaser has the full right, power and authority to grant the License contained in Section 8(a). Such grant of the License does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Facility. If Purchaser does not own the Premises or Facility, Purchaser has obtained all required consents from the owner of the Premises and/or Facility to grant the License and enter into and perform its obligations under this Agreement.
- ii. Other Agreements. Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser 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 Purchaser is a party or by which Purchaser or the Facility is bound.
- iii. Accuracy of Information. All information provided by Purchaser to Seller, as it pertains to the Facility's physical configuration, Purchaser's planned use of the Facility, and Purchaser's estimated electricity requirements, is accurate in all material respects.
- iv. Purchaser Status. Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
- v. No Pool Use. No electricity generated by the System will be used to heat a swimming pool.

- vi. Oregon Only: The electricity generated by the System will be used solely for commercial and business purposes. No portion of the electricity generated will be used for personal, family, household or agricultural purposes.

13. System and Facility Damage and Insurance.

a. System and Facility Damage.

- i. Seller's Obligations. If the **System** is damaged or destroyed other than by Purchaser's gross negligence or willful misconduct, Seller 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, Seller shall not be required to restore the System, but may instead terminate this Agreement, unless Purchaser agrees (A) to pay for the cost of such restoration of the System or (B) to purchase the System "AS-IS" at the greater of (1) the Fair Market Value of the System for any given Contract Year, the amount set forth on Exhibit 4, Attachment A attached hereto.
- ii. Purchaser's Obligations. If the **Facility** is damaged or destroyed by casualty of any kind or any other occurrence other than Seller's gross negligence or willful misconduct, such that the operation of the System and/or Purchaser's ability to accept the electric energy produced by the System are materially impaired or prevented, Purchaser 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 or during any Additional Term, Purchaser may elect either (A) to restore the Facility or (B) to pay the Termination Payment and all other costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.

b. Insurance Coverage. At all times during the Term, Seller and Purchaser shall maintain the following insurance:

- i. Seller's Insurance. Seller 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) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law.

c. Policy Provisions. All insurance policies 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.

14. Ownership; Option to Purchase.

- a. **Ownership of System.** Throughout the Term, Seller shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes, and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Each of the Seller and Purchaser agree that the Seller (or the designated assignee of Seller permitted under Section 17) 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]. Purchaser 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, Purchaser shall provide a disclaimer or release from such lienholder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Purchaser is not the fee owner, Purchaser will obtain such consent from such owner. Upon request, Purchaser agrees to deliver to Seller a non-disturbance agreement in a form reasonably acceptable to Seller from the owner of the Facility (if the Facility is leased by Purchaser), any mortgagee with a lien on the Premises, and other Persons holding a similar interest in the Premises. To the extent that Purchaser does not own the Premises or Facility, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or Facility or termination of Purchaser's lease of the Premises and/or Facility.
- b. **Option to Purchase.**
- i. **Exercise of Option.** At the end of the sixth (6th) and tenth (10th) Contract Years and at the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the greater of the Fair Market Value of the System or the Termination Payment set forth in Section 6 of Exhibit 1 applicable as of the date of the transfer of title to the System. Purchaser shall notify Seller 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 completed prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable.
 - ii. **Fair Market Value.** The "Fair Market Value" of the System shall be determined by mutual agreement of the Parties; provided, however, if the Parties cannot agree to a Fair Market Value within thirty (30) days after Purchaser has delivered to Seller a notice of its intent to purchase the System, 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 on an installed basis and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser will 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.
 - iii. **Title Transfer; Warranties; Manuals.** Seller shall transfer good title to the System to Purchaser upon Seller's receipt of the purchase price and execution by the Parties of a written instrument or agreement to effect such transfer. The System will be sold "as is, where is, with all faults". Seller will assign to Purchaser any manufacturer's warranties that are in effect as of the date of purchase and which are then assignable pursuant to their terms, but Seller otherwise disclaims all warranties of any kind, express or implied, concerning the System (other than as to title). Seller shall also provide Purchaser all System operation and maintenance manuals and logs in Seller's possession and provide Purchaser basic training on the operation and maintenance of the System upon Purchaser's reasonable request. Upon purchase of the System, Purchaser shall assume complete responsibility for the operation and maintenance of the System and liability for the performance of (and risk of loss for) the System, and, except for any Seller obligations that survive termination under Section 20(d), Seller will have no further liabilities or obligations hereunder for the System.

15. Indemnification and Limitations of Liability.

- a. **General.** 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 and reasonable attorneys’ fees (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 15(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(c).
- b. **Notice and Participation in Third Party Claims.** The 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. 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. 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 15(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 15(b) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.
- c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all of Purchaser’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 15(c)(i)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Purchaser shall indemnify, defend and hold harmless all of Seller’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 Seller 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 or 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.
- d. **Limitations on Liability.**
- i. **No Consequential Damages.** 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.

- ii. Actual Damages. Seller'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 Purchaser under this Agreement. The provisions of this Section 15(d)(ii) shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Seller must be brought within one (1) year after the cause of action accrues.

16. 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); 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 Purchaser's ability to make payment.
- d. If a Force Majeure event continues for a period of ninety (90) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, 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).

17. Assignment and Financing.

- a. **Assignment.** 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, Seller may, without the prior written consent of Purchaser, but with 60 day written notice to the Purchaser, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party, (ii) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Seller, (iii) assign this Agreement and the System to any entity through which Seller is obtaining financing or capital for the System and (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Seller. However, any assignment of Seller's right and/or obligations under this Agreement, shall not result in any change to Purchaser's rights and obligations under this Agreement. Purchaser's consent to any other assignment shall not be unreasonably withheld if Purchaser 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 Seller 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 to Seller in connection with construction, ownership, operation and maintenance of the System, or if applicable, means any person to whom Seller 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 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 furtherance of Seller's financing arrangements and in addition to any other rights or entitlements of Seller under this Agreement, Purchaser shall timely execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels and negotiate any amendments to this Agreement that may be reasonably requested by Seller or the Financing Parties; provided, that such estoppels, consents to assignment or amendments do not alter the fundamental economic terms of this Agreement
- c. **Successor Servicing.** The Parties further acknowledge that in connection with any construction or long term financing or other credit support provided to Seller or its affiliates by Financing Parties, that such Financing Parties may require that Seller 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**"). Purchaser 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.
18. **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.

19. **Miscellaneous Provisions**

- a. **Choice of Law.** The law of the state where the System is located shall govern this Agreement without giving effect to conflict of laws principles.

- b. **Arbitration and Attorney's Fees.** Any dispute arising from or relating to this Agreement shall be arbitrated in Anne Arundel County, MD. The arbitration shall be administered by JAMS (Judicial Arbitration and Mediation Services, Inc.) in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs
- c. **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.
- d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 12 (Representations and Warranties), Section 7(h) (No Warranty), Section 13 (b) (Insurance Coverage), Section 15 (Indemnification and Limits of Liability), Section 19 (a) (Choice of Law), Section 19 (b) (Arbitration and Attorneys' Fees), Section 19 (c) (Notices), Section 19 (g) (Comparative Negligence), Section 19 (h) (Non-Dedication of Facilities), Section 19 (i) (Service Contract), Section 19 (k) (No Partnership) Section 19 (l) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 19 (n) (No Third Party Beneficiaries).
- e. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- f. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver 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 Purchaser or Seller 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.
- g. **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.
- h. **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. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller 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 Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 11 of this Agreement.

- i. **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.
- j. **Service Contract.** The Parties intend this Agreement to be a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- k. **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.
- l. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such 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.
- m. **Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- n. **No Third Party Beneficiaries.** Except for assignees, Financing Parties and Successor Providers permitted under Section 17, 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.
- o. **Bonding.**
- i. **Performance bond liability.** Any performance bond issued for a site or system will cease one (1) year from the completion of construction. If a warranty or guarantee is provided under the terms of this Agreement, the balance of any warranty or guarantee beyond one year term of the applicable performance bond shall continue to be guaranteed solely by Seller under the terms of this Agreement. The performance bond does not guarantee any property restorative requirements.
- ii. **Payment bond liability.** Any payment bond issued will cease at the termination of any time required by law.

- iii. Performance Guarantee. Neither payment bonds, whether for labor or materials, nor performance bonds are applicable to any specified performance guarantee.

End of Exhibit 4

Exhibit 4
Attachment A: Termination Payment

Year	Termination Payment
1	\$ 260,925
2	\$ 247,879
3	\$ 234,833
4	\$ 221,786
5	\$ 208,740
6	\$ 195,694
7	\$ 182,648
8	\$ 169,601
9	\$ 156,555
10	\$ 143,509
11	\$ 130,463
12	\$ 117,416
13	\$ 104,370
14	\$ 91,324
15	\$ 78,278
16	\$ 65,231
17	\$ 52,185
18	\$ 39,139
19	\$ 26,093
20	\$ 26,093
21	Owned by GHI

Exhibit 5
Form of Memorandum of License

NOTICE OF GRANT OF INTEREST IN REALTY

[this exhibit deleted]

Exhibit 6
Easement Agreement

This EASEMENT AGREEMENT (this "**Agreement**") is made and entered into this 19th day of October, 2018 (the "**Effective Date**"), by and between Greenbelt Homes Incorporated ("Grantor"), and Sustainable Energy Systems LLC ("Grantee").

Recitals

A. Grantor is the owner of those certain parcels or tracts of ground located in Greenbelt Homes Inc, known as tax map 27, grid A-4, Parcel 2, and more particularly described by metes and bounds on **Attachment A** attached hereto and incorporated herein (all of which parcels or tracts of ground are referred to herein as the "**Premises**").

B. Grantor and Grantee entered into a certain Solar Power Purchase Agreement (the "**Solar Agreement**") pursuant to which the Grantee has agreed to design, construct, install, operate and maintain a certain solar photovoltaic system on the Premises (the "**System**") for the purpose of providing electric energy to portions of the facilities or facility (the "**Facility**") located on the Premises.

C. Grantor desires to grant to Grantee the rights described herein for the purposes of designing, installing, operating, maintaining and removing the System on and from the Property.

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 Grantor, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys unto Grantee, its successors and assigns, a non-exclusive easement for the period of time set forth herein, across, over, under and above the Facility 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 Grantee may from time to time require. Grantor also hereby grants and conveys unto Grantee all other easements across, over, under and above the Property as reasonably necessary to provide access to and services reasonably required for Grantee's performance under the Solar Agreement. The easements granted hereunder shall run with and burden the Property 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 Effective Date, and (b) one hundred twenty (120) days following expiration of the term of the Solar Agreement, and (c) earlier termination of the Solar Agreement due to default by Grantee thereunder. No delay or interruption by Grantee in the use or enjoyment of any right or easement hereby granted shall result in the loss, limitation or abandonment of any of the right, title, interest, easement or estate granted hereby.
3. **Obstructions.** In addition to the rights afforded Grantee under the Solar Agreement, Grantee may from time to time remove structures, trees, bushes, or other obstructions within such portions of the Facility, and may level and grade such portions of the Property, to the extent reasonably necessary to carry out the purposes set forth herein; provided that Grantor gives its prior written consent to such removal, leveling or grading, such consent not to be unreasonably withheld, delayed or conditioned. Grantor covenants for itself, its heirs, successors and assigns that:

- a. Grantor will not build or place, or allow to be built or placed, any structure or obstruction of any kind within such portions of the Facility on which is located any portion of the System, including any related interconnection equipment; and
 - b. if such a structure or obstruction is built or placed within any portion of the Facility on which is located any portion of the System, including any related interconnection equipment, Grantor will remove the same at the request of the Grantee at no cost to the Grantee. Grantee may erect a fence on such portions of the Property or the Facility on which any portion of the System, are located in order to exclude Grantor and others from accessing such areas provided that Grantor gives its prior written consent, such consent not to be unreasonably withheld, delayed or conditioned.
4. **Reservation of Rights.** Grantor reserves the right to use or authorize others to use the Property and the Facility in any manner not inconsistent with or which will not unreasonably interfere with the rights granted herein, provided, however, that Grantor shall not, nor shall permit others to, disturb the System, including any related interconnection equipment, in any way without prior written approval of the Grantee.
5. **Title.** Grantor represents and warrants to Grantee that (a) Grantor 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 Grantee's rights hereunder or under the Solar Agreement. Grantor further represents and warrants to Grantee that Grantor has the right to execute and deliver this Agreement and to grant to Grantee the easements and other rights hereunder, and that such grant does not, and will not, violate or breach Grantor's organizational documents, any law, rule or regulation, or any contract, agreement or arrangement to which Grantor is a party or by or to which any of Grantor's assets or properties, including the Premises or the Facility, is bound or subject. In the event that, after the date of this Agreement, Grantor duly grants a mortgage for additional value (the "**Subsequent Mortgage**"), Grantor 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 Grantee an agreement, in customary form and in form and substance reasonably acceptable to Grantee, 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 Property by Grantee at Grantee's sole cost and expense. Grantor covenants and agrees, for itself and its assigns and successors, that the Grantee 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 Maryland, 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.** Grantee 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 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.** Grantor shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee's lender, 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]

Exhibit 6
Attachment A
Description of the Premises and Facility

The premises where the solar generating facility is to be located is the main offices of Greenbelt Homes Incorporated located at 1 Hamilton Place, Greenbelt, MD 20770.

The sections of the property to be made available for the solar generating equipment are the roofs of the GHI Administration building, the roof of the GHI warehouse building, and a section of the RV & Boat storage area which is the grassy area to the north of the parking lot, as depicted in Exhibit 2 Attachment A graphics.

IN WITNESS WHEREOF, this Easement Agreement has been executed and delivered under seal on this 17th day of SEP, 2018.

GRANTOR:

Greenbelt Homes Incorporated
By: Eldon Ralph
Print Name: ELDON RALPH
Title: General Manager

GRANTEE:

Sustainable Energy Systems LLC
By: M. Z...
Print Name: Mark Z...
Title: CEO

(FOR FORM PURPOSES ONLY - DO NOT EXECUTE!)

STATE OF MD :

ss.
COUNTY OF : Anne Arundel

Be it Remembered, that on this 17th day of September, 2019, before me, a Notary Public in and for the State and County aforesaid, personally appeared Eldon Ralph who acknowledged him/herself to be General Mgr of Greenbelt Homes, Inc., and that he/she as such representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

CM. McNeill

Notary Public

My Commission expires: 9/27/2019

[FOR FORM PURPOSES ONLY - DO NOT EXECUTE]

Maesha McNeill
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND
MY COMMISSION EXPIRES SEPT. 27, 2019

STATE OF MD :

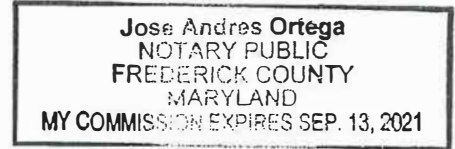
ss.

COUNTY OF : FREDERICK

Be it Remembered, that on this 12 day of OCTOBER, 2019, before me, a Notary Public in and for the State and County aforesaid, personally appeared BAN, RYAN who acknowledged him/herself to be Notary of Sustainable Energy Systems and that he/she as such REPRESENTATIVE, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public



My Commission expires:

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

Addendum to Section 8 (d)

1. The purpose of this addendum is to clarify the language found in Section 8 (d), which addresses the responsibilities involved with roof maintenance and the costs/responsibilities associated with the removal and re-installation of the array(s)
2. The seller has provided a "good faith estimate" of \$0.35/watt for the removal/re-installation of the array(s). This estimate will cover all of the necessary labor, permits, and materials.
3. The seller agrees to reassess its estimate if and when the roof requires maintenance/replacement.
4. The seller understands that the purchaser is required to requests bids for any work over \$5,000.00 and is willing to allow the work to be performed by qualified sub-contractors. Upon request, the seller will advise the purchaser with their selection of qualified sub-contractors.

Sustainable Energy Systems LLC Representative

Signature 

Date 10/9/18

Greenbelt Homes Incorporated Representative

Signature Edon Ralph

Date 9/17/18



AMENDMENT TO THE
SOLAR POWER PURCHASE AGREEMENT

For

GREENBELT HOMES INCORPORATED

Sustainable Energy Systems, LLC

301-788-4003

www.SustainableEnergySystems.net

SOLAR POWER PURCHASE AGREEMENT (PPA) AMENDMENT #1

PREPAID PPA CONVERSION

This Amendment to the Power Purchase Agreement (“PPA”) entered into between Sustainable Energy Systems, LLC and Greenbelt Homes Incorporated on October 12, 2108 (this “Amendment”) is made effective as of February [], 2022 (the “Effective Date”).

General Provisions of the Amendment

Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the PPA.

As of the Effective Date, the PPA is hereby amended or modified as follows.

The provisions of this Amendment supersede the provisions of the original PPA. Where there is a conflict between the provisions of the two documents, those of this Amendment shall supersede the original PPA.

Purchaser: Greenbelt Homes Incorporated

Seller: Sustainable Energy Systems LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1
Basic Terms and Conditions

1. **Term:** The term shall be six (6) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** None.
3. **Environmental Incentives and Environment Attributes:** Accrue to Buyer, except as more specifically set forth herein.
4. **Contract Price:** The Contract Price shall mean Two hundred and fifty-eight thousand, one hundred and fifty-five dollars and fifty-two cents (\$258,155.52), for which the buyer is purchasing the rights to of all of the electricity generated by the system for 20 years.
5. **Condition Satisfaction Date:** The date the local utility approves the final Interconnection Application and grants Permission to Operate the solar PV system.
6. **Anticipated Commercial Operation Date:** February 2022.
7. **Rebate Variance.** None.
8. **Purchaser Options to Purchase System.** Seller shall sell the solar PV system to Purchaser based on the terms and conditions specified in the PPA and this Amendment.
9. **System Installation:** The provisions of the original PPA for this section shall remain unchanged.

Exhibit 2
System Description

1. **System Location:** 1 Hamilton Pl, Greenbelt, MD 20770
2. **System Size (DC kW):** 156.8 kilowatts
3. **Expected First Year Energy Production (kWh):** 156,643 kilowatt hours.
4. **Expected Structure:** Ground Mount Roof Mount Parking Structure Other
5. **Expected Module(s):**

Manufacturer/Model	Quantity
LG Solar 400 watt 72 cell commercial and	312
Axitec Solar 400 watt 72 cell commercial	80

6. **Expected Inverter(s):**

Manufacturer/Model	Quantity
SolarEdge three phase w/Optimizers	188

7. **Facility and System Layout:** See **Exhibit 2, Attachment A**
8. **Utility:** PEPCO
9. **Payment Milestones:**

Milestone:	Percentage:	Amount:
Amendment Signing	0%	\$0
Substantial Completion:	80%	\$206,524.42
Permission to Operate:	10%	\$25,815.55
One Month of Operation:	10%	\$25,815.55

Exhibit 2
Attachment A:
 Facility and System Layout

An Aerial Photograph of the Facility	See below
Conceptual Drawing of the System	See below
Delivery Point	At Main Service Meter in Admin Building At Main Service Meter in warehouse via underground cable
Access Points	<ol style="list-style-type: none"> 1. Roof Top Access Required for the Administration Building and the Warehouse Building. 2. RV/Boat lot & grassy area Access required. 3. Main Service Panel Access Required for both buildings. 4. Utility Meter Access Required.

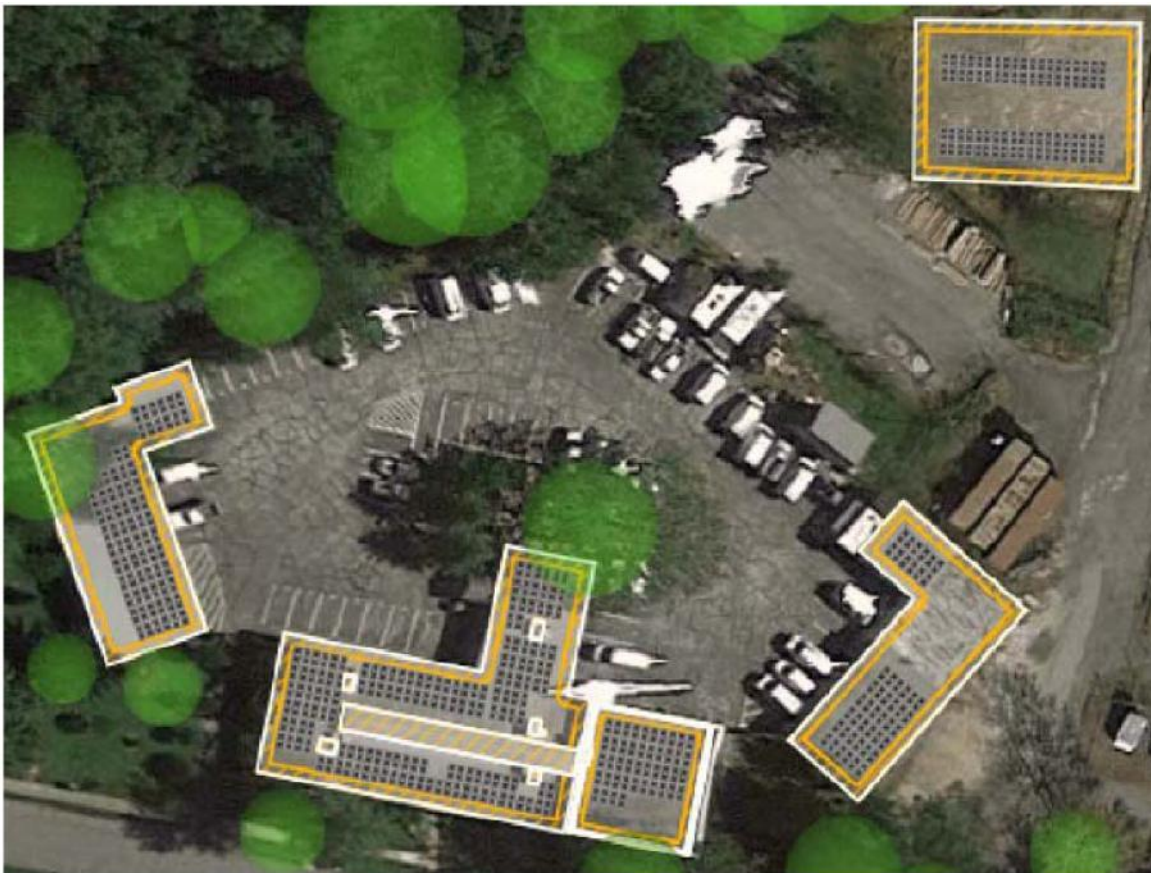


Exhibit 3

No changes.

Exhibit 4

1. The terms of Exhibit 4 are hereby modified or amended as follows:
 - a. Paragraph 3 is hereby rescinded in its entirety and the provisions of Exhibit 1, Paragraph 1 shall control.
 - b. Paragraph 4 is hereby rescinded in its entirety and the provisions of Exhibit 1, Paragraph 4 shall control.
 - c. Paragraph 5 is hereby amended as follows:
 - i. As stated in Exhibit 1, Paragraph 3, Purchaser shall be deemed the owner of the Environmental attributes, except for the following:
 1. Seller shall be deemed the owner of any Tax Credits and Environmental Incentives; provided, however, Purchaser shall be entitled to any amounts awarded under the Maryland Clean Energy Rebate Program or similar incentive program offered by the State of Maryland. Seller shall pay of to Purchaser any amounts Seller may received under the Maryland Clean Energy Rebate Program related to the System.
 2. For the avoidance of doubt, Environmental Attributes shall include any Solar Renewable Energy Credits or other tradable “green” energy credit associated with any Renewable Energy Portfolio standard of any federal, state, or local government.
 - d. Paragraph 10 and its sub-paragraphs shall be deleted in their entirety.
 - e. Paragraph 11(b) is hereby amended as follows
 - i. The following shall be added the last sentence of paragraph of (ii): Notwithstanding anything in the PPA or the Amendment to the contrary, Purchaser shall have the right, provided Purchaser is not in default, to specific performance should Seller refuse to sell the System to Purchaser based on the terms specified herein.
 - ii. Paragraph 11(b)(iii)(A)-(B) and Exhibit 4, Attachment A, shall be deleted in their entirety without prejudice to Purchaser’s and Seller’s rights as otherwise set forth in the PPA or the Amendment.
 - f. Paragraph 13(a) is hereby amended as follows:
 - i. Paragraph 13(a)(i) is deleted in its entirety and the following shall be inserted in its place: If the System is damaged or destroyed during the Term other than by Purchaser’s gross negligence or willful misconduct, Seller shall promptly repair and restore the System to its pre-existing condition.
 - ii. Paragraph 13(a)(ii) is modified as follows, the remainder of the paragraph beginning with the “provided, however” shall be deleted.
 - g. Paragraph 14 is deleted in its entirety and replaced with the terms of the Amendment as applicable.
 - h. Paragraph 17 is deleted in its entirety.

Exhibit 4**Attachment A: Incentives & Production Guarantee & Purchase Terms**

Exhibit 4, Attachment A of the PPA is hereby deleted in its entirety and replaced with the following:

1. Incentives:

Registration of SRECs: SES would register the system for SRECs with a broker of GHI's choice upon Permission to Operate from PEPCO.

Application for MD Commercial Clean Energy Grant: SES transfers to GHI the right to any grants the system is eligible to receive from the Maryland Energy Administration (MEA). SES will apply for a MEA Commercial Clean Energy Grant for the system on behalf of GHI upon receipt of full payment for the PPA and receipt of PTO from PEPCO.

2. Five-year Production Guarantee:

SES guarantees the system will produce 80% of the expected year-1 power production for five (5) years. The system performance would be true-up on year three (3) as the average of the first three (3) years, and then again at the end of year five (5) as the average of the five years. (Any excess production over the minimum guaranteed amount would be carried forward to future years.)

The table below lists the kilowatt hour (kWh) amounts that SES is obligated to ensure the system produces under the Minimum Cumulative Production Guarantee by the end of year three (3) and the end of year five (5). The date the system first becomes operational shall be the anniversary date used to calculate annual production.

Should the system not produce the minimum cumulative kilowatt hours guaranteed by the end of either year three or year five, SES shall reimburse GHI for such production shortfall at the rate of 11 cents per kilowatt hour.

GHI may request the true up after the 3rd anniversary and the 5th anniversary of the system becoming operational. SES will respond to GHI's request with the true-up calculation within 30 days. Any payment due to GHI shall be made within 30 days.

SES is not obligated to reimburse GHI for the value of any SRECs should the system not meet the Minimum Cumulative Production Guarantee kWh amounts even if any such power production shortfall is determined to have been caused by a workmanship error on the part of SES (however SES may choose to reimburse GHI for such SRECs at SES's sole discretion).

The Production Guarantee does not extend beyond five (5) years from the first day of system operation.

Year	Estimated Annual Production (kWh)	80% of Annual Estimate (kWh)	Minimum Cumulative Production Guarantee (kWh)
1	156,643	125,314	
2	155,781	124,625	
3	154,925	123,940	373,879
4	154,073	123,258	
5	153,225	122,580	619,718

5. System Maintenance, Warranty, and Insurance:

SES would maintain, warranty, and insure the system for the 6-year life of the PPA unless GHI becomes the owner of the system prior to the end of the term.

- 6. System Purchase At The End of Year Six (6):** Seller and Purchaser shall agree to the final terms and conditions of the sale or ownership transfer of the System by Seller to Purchaser no later than thirty (30) days prior to the end of the Term and the Parties shall cooperate in good faith and take commercially reasonable efforts to effect the sale or ownership transfer of the System to Purchaser, including the execution of a bill of sale or other documents customary in the solar industry for Systems of similar design and capacity to the System. Any Purchase Price charged for the System shall be based on the Seller's Original cash purchase price offer dated September 28, 2017, all payments made by Purchaser to date, as well as any Tax Credits and depreciation that accrue to the Seller.

In the event that ownership of the system is transferred from SES to GHI, SES's workmanship warranty shall remain in place for the remainder of the 25 years from the date of system operation. In that event, SES will also transfer to GHI the 20-year Extended SolarEdge inverter warranties and all other equipment warranties. SES would provide GHI with the documentation of such warranty transfers.

In the event that GHI becomes the owner of the system, SES would no longer be responsible for maintaining or insuring the system. SES's 25-year workmanship warranty would continue regardless of any change in ownership of the system.

Memo to: Stefan Brodd, President, Board of Directors of Greenbelt Homes, Inc.
Copy to: Eldon Ralph, General Manager
Ronnie Sookram, Maintenance Manager
Chuck Hess, Buildings Committee Solar Task Force
From: Steve Skolnik
Ref: Status and inspection of solar energy system for GHI Administration complex
Date: February 2, 2022

This memorandum is to report on the status and condition of the newly installed solar photovoltaic energy system (PVES) that has been constructed by Sustainable Energy Systems LLC (SES) at the GHI Administration complex, Hamilton Place, Greenbelt, MD. Prepared in response to a request from the Board of Directors as part of their deliberation concerning conversion of the Power Purchase Agreement (PPA) to be 'prepaid' with accelerated transfer of ownership to GHI, I have undertaken to review the design as developed by SES and as approved by Prince George's County Department of Planning, Inspection and Enforcement (DPIE).

It is noted that the system as installed differs slightly from the one described in the original PPA, in that the capacity is nominally increased. The original design described a PVES consisting of (375) solar modules with individual rating of 355-watts, for a system total size of 133.125kW(DC). The installed system actually consists of (392) solar modules rated at 400-watts each, for an installed system total size of 156.8kW(DC).

Another change from the initial project is that the new PVES is not connected as a traditional 'behind the meter' net-metering system, as originally conceived; instead it is connected to a separately-constructed electrical service, complete with new pole-mounted utility transformers, in an arrangement known in the industry as 'virtual net metering'. The net effect on GHI's utility cost is not changed, as all of the utility meters at the Administration complex will be aggregated into a single account and the monthly cost is net of building consumption and solar production. A minor benefit of this arrangement is that the aging electrical distribution system at the GHI Administration building is in no way disturbed, since the point of interconnection is now at the utility pole. An interesting side note is that, although this arrangement required significant additional work and equipment from the utility, SES reports that no additional PEPCO construction charges have accrued.

The overall quality of components is found to be acceptable. Solar modules for the roof-mounted arrays are by LG, a South Korean manufacturer; the modules for the ground-mount arrays are by Axitec, a German manufacturer. Both are well-established in the commercial solar energy industry, and both modules carry a 25-year warranty. Inverters and optimizers are by SolarEdge, originally German but now one of the prominent manufacturers of solar inverters globally; these carry a 20-year manufacturer's warranty. Other system components, including racking systems, electrical distribution components, wiring, etc. appear to be from major manufacturers and of generally accepted commercial quality. One important

note is that the ballast blocks that secure the PVES on the roof are of weatherproof concrete (different from 'standard' concrete block material.)

I conducted a physical inspection of the installed system, to determine that the correct components have been installed and that the workmanship is of acceptably high quality to support long service life. The inspection revealed a short list of 'punch list' items to be repaired or adjusted by SES, none of which in my opinion would present an impediment to proper operation of the PVES. The contractor has given assurance that the work to correct these items, which should require less than one full day's work, will be completed prior to the system being commissioned. As the roof-mounted arrays are secured by ballast weight (concrete blocks) so as to avoid any penetrations of the roof membrane, careful inspection of the ballast weight layout was conducted as a part of the inspection.

It is my opinion that the PVES has been properly installed in accordance with the approved plans. As it has also been inspected and approved by third-party professionals, by Prince George's County DPIE and by PEPCO, it is therefore my conclusion that nothing in the design or construction of the PVES gives cause for concern for future GHI assumption of ownership.

Respectfully submitted,

Steve Skolnik
GHI Buildings Committee Solar Taskforce

Proposal to the GHI Board:

Ease the permit process for bicycle storage lockers as a legitimate second serviceside structure.

- The GHI Bicycle Committee proposes to establish a set of specifications in terms of size, material, and appearance, possibly identifying two or three specific options for secure, durable bicycle lockers. The locker's footprint could be limited to 72-inches in width, 45-inches in depth, and no more than 48-inches in height.
- Rules pertaining to serviceside structures need to be amended to permit bicycle storage lockers as legitimate second structures because they serve a unique and necessary purpose. These lockers are separate from trash storage and require higher levels of security.
- Many GHI residents do not have easy access to their gardenside from the outside. Paths may not exist for some units, often have significant overgrowth, and are usually poorly illuminated.
- A recent survey of GHI residents revealed that 44% of the respondents do not have adequate storage space for their bicycles.* In addition, residents who live in one-bedroom units may not have gardenside ownership and therefore ***no place for storage other than serviceside.***
- Residents do not need to request approval from the Board or other committees if their locker satisfies the approved specification. An expedited process saves the time of residents and Board members, and time saved is money saved.
- Last, but not least, provision for bicycle lockers would help the GHI Board increase GHI's appeal as a "bicycle-friendly community," which will increase GHI's appeal overall.
- *The recently completed Bicycle Committee survey indicates an interest in serviceside lockers. But these lockers may not be on the "radar" of most people - even cyclists - possibly due to the rules permitting only one structure on the serviceside. That most may not apply does not diminish the difference a bicycle locker will make to others. And having the option will increase GHI's appeal overall, which will be good for GHI as bicycling gains in popularity.

Submitted to the GHI Board on [date] by the GHI Bicycling Committee.

John Campanile, Chair

Heather Mortimer, Board Liaison

Diana McFadden, Vice-Chair

Bruce Mangum, Staff Liaison

Jackson Tan, Secretary

Members/Visitors of the Committee: Ed James, Joe Robbins and Peter Teuben.

2021-2022 Strategic Action Plan as of 2/10/2022

2-5 Yr. Strategy		#	GHI 2021-2022 (12 Month) Strategic Action Plan	Priority	Board	Cmte	Staff	Comments on status	Status
Goal	Objective		Work Plan: Actions						
A. Buildings & Property	A.1. Closeout HIP.	A.1.a	Conduct HIP End Survey. Put the report on the website.	B	X	MOC	X	Currently being undertaken by the MOC to determine satisfaction with HIP.	In process
	A.2. Implement sustainable practices	A.2.a	Install solar PVES in the Administrative Complex. Still need to do pre-paid power purchase agreement.	A	X	Solar Contract TF	X	During the 5/11/18 annual meeting, the membership gave approval to proceed with the project. On 9/6/18, the Board approved a power purchase contract agreement with SES Inc. Installation of the panels is complete and the contractor is awaiting Pepco's approval to turn on the system. On May 6, 2021, the Board established a task force to re-negotiate the contract with SES Inc. to a pre-paid power purchase agreement (PPA). On 2/17/22, the Board will review a pre-paid PPA that GHI counsel approved..	In process
		A.2.b	Review recommendations from the Buildings Committee on EV charging stations throughout the coop.	A	X	BLD		Survey underway to ascertain member interest in electric cars and charging stations.	In process
		A.2.c	Implement heat-pump water heaters in masonry homes. Explore pilot of heat-pump water heaters for other types of units.	B	X	BLD	X	A pilot program involving installation of eleven units in crawlspaces of masonry homes was completed. The Board decided that staff should continue to replace conventional water heaters with heat-pump types as long as the current Pepco rebate is in place.	In process
	A.3 Maintain & protect buildings & grounds	A.3.a	Plan for continued improvement work including replacement of	A	X	BLD	X	On February 20, 2020, the Board approved hiring a consultant (ETC Inc.) to evaluate the condition of water	In process

2-5 Yr. Strategy		#	GHI 2021-2022 (12 Month) Strategic Action Plan	Priority	Board	Cmte	Staff	Comments on status	Status
Goal	Objective		Work Plan: Actions						
			plumbing pipes. Provide specific assignment to the Buildings Committee. Also explore electrical wiring as an assignment. Explore whether water supply in frame homes need to be replaced regardless of life to maintain continuity.					supply and waste pipes in a sample of frame and masonry homes, provide a report on replacement options, provide a report on the performance of epoxy lined pipes in 2 units and design a pilot study to evaluate methodologies for replacement of the piping. The Board reviewed ETC's report on November 19, 2020 and decided not to have the consultant design the pilot study. The Committee is currently preparing a pipe replacement and refurbishment pilot study.	
		A.3.b	Conduct negotiations with WSSC re: water pipe replacements for masonry homes. WSSC needs to come onboard for exterior & sewer pipes, water supply for masonry homes. Legal opinion may be needed for negotiating 1958 agreement. Involve City of Greenbelt (signatory to 1958 and a good GHI ally).	A	X		X	Board and the City of Greenbelt sent a letter to WSSC's General Manager in 2019, asking for negotiations to be resumed and pipes to be replaced in conformance with the 1958 agreement. WSSC's General Manager responded on Jan 31, 2020. On November 3, 2020, a joint letter signed by the Board President and City of Greenbelt Mayor was sent in response to the WSSC's Manager's letter. WSSC's General Manager sent a letter dated February 12, 2021, stating that WSSC will not proceed with the project but will repair pipes when they fail. The Board met with the Greenbelt City Council on December 15, 2021, to discuss a joint response to WSSC's position. On January 1, 2022, the Board decided to hire an attorney to represent GHI in future negotiations with WSSC and that the Board President would send a letter to the membership advising them about the status of negotiations with WSSC.	In process
		A.3.c	Continue to study program for inspections of building exteriors and	B	X	EBYITF	X	On February 18, 2021, the Board accepted a report from the Yards and Exteriors Task Force and decided the	Complete

2-5 Yr. Strategy		#	GHI 2021-2022 (12 Month) Strategic Action Plan	Priority	Board	Cmte	Staff	Comments on status	Status
Goal	Objective		Work Plan: Actions						
			yards. (Expect to hear back from membership in the fall.)					scope of an inspection program for 2021. On October 7, staff provided the Board a report on the 2021 inspection program that was completed.	
		A.3.d	Continue to address stormwater management issues. Consider ending the Storm Water Task Force, moving stormwater management to a staff function, and imposing deadlines and reporting metrics. Changes to grades in yards may be contributing to runoff problems. Swales need to be reconsidered. Consider an RFP to take advantage of grant program.	B	X	SWMS	X	On October 7, the Board reviewed a report regarding the task force’s activities during January 2020 to June 2021 and decided the task force should be designated a sub-committee of the Buildings Committee. GHI hired a stormwater management/ green infrastructure manager who is currently trying to get a better understanding of storm water management needs, regulatory requirements and the need to undertake stormwater remediation and green infrastructure projects in coordination with the GHI staff and SWMS.	Ongoing
	A.4 Coordinate efforts w/ external entities e.g., City, County, State, Fed govt, Maryland-National Capital Park and Planning Commission (MNCPPC)	A.4.a	Collaborate with City of Greenbelt re: Zoning Rewrite Project. GHI will have to update member handbook to respond and comply.	B	X	ZTF	X	On 9/20/2021, several Board members attended a meeting between the Greenbelt City Council and the M-NCPPC regarding the Greenbelt Neighborhood Study Report and Draft Neighborhood Conservation Overlay Zone Standards for Greenbelt. The Countywide Map Amendment and NCOZ were approved on Monday, November 29, 2021 and the new Zoning Ordinance, Zoning Map, and Subdivision Regulations take effect on April 1, 2022. On January 20, 2022, the Board requested the Buildings Committee to recommend changes to the Member Handbook and GHI website, based on the new NCOZ standards.	Complete

Item 6d. Attachment #5

2-5 Yr. Strategy		#	GHI 2021-2022 (12 Month) Strategic Action Plan	Priority	Board	Cmte	Staff	Comments on status	Status
Goal	Objective		Work Plan: Actions						
	A.5 Enhance and improve buildings and grounds	A.5.a	Develop policy for storage of recreational vehicles in GHI Boat Lots. Consider providing deadline to task force.	A	X	RV & Boat Lot TF	X	Task Force was established on 12/3/2020. The Board adopted the task force's recommendations on December 16, 2021.	Complete

2-5 Yr. Strategy		#	GHI 2021-2022 (12 Month) Strategic Action Plan	Priority	Board	Cmte	Staff	Comments on status	Status
Goal	Objective		Work Plan: Actions						
Governance	B.1 Prepare for succession of administrative staff.	B.1.a	Plan for succession of General Manager.	A	X	TSTF	X	The Board passed a motion on December 3, 2020 to establish a Transition and Sustainability Task Force and allocate \$7,500 to hire a consultant to assist the task force. The Board held a work session with the task force on June 7, 2021. The task force is currently conducting a membership survey to garner ideas regarding the GM's succession and to share the survey results during a membership townhall meeting in March 2022.	In process
	B.2 Improve operation and efficiency of the Board	B.2.a	Make a decision about all aspects of continuing to hold virtual Board, committee and membership meetings post Covid-19.	A	X		X		Not started
		B.2.b	Put ARC unanimous decisions on the consent agenda instead of on the regular agenda to save time.	A	X		X		Not started
		B.2.c	Explore use of online collaborative documentation prior to/in preparation for and during Board meetings. Be careful to adhere to Open Meetings Law.	C	X		X		Not started
	B.3 Improve committee operation and promote member involvement	B.3.a	Review the role of committees to avoid staff attending the meetings. Discuss in a work session with Board and committee and task force chairs.	A	X			A work session was held on September 23, 2021.	In process

Item 6d. Attachment #5

2-5 Yr. Strategy		#	GHI 2021-2022 (12 Month) Strategic Action Plan	Priority	Board	Cmte	Staff	Comments on status	Status
Goal	Objective		Work Plan: Actions						
		B.3.b	Establish an oversight committee of the Board to deal with and manage committees and task forces.	A	X				Not started
		B.3.c	Provide training for committee chairs.	B	X		X	Last training program for committees was held in September 2018. Plan to hold another training program in 2022.	Ongoing
		B.3.d	Continue volunteer recognition program.	B	X	MOC	X	Last volunteer recognition event was held on October 16, 2019.	Ongoing
	B.4 Review and develop policies	B.4.a	Revise, update and implement record retention policy. Recommend storage methodology for historical documents.	A	X	RRTF		Staff prepared a draft records' retention policy. The Board subsequently appointed a task force to recommend historical documents that should be retained and how they should be stored. The task force is currently working on this assignment.	In process
		B.4.b	Establish a policy to deal with member estates.	A	X		X		Not started
	B.5 Review bylaws issues and other changes as needed	B.5.a	Change the way contracts are done and make the associated changes in the bylaws. Consider: a) removing second readings, and b) increasing dollar amounts in the financial section.	B	X		X		Not started
B.6 Develop long-range strategic plan	B.6.a	Develop a long-range plan for the GHI organization.	B	X	LRPC	X	The LRPC has suspended its operations due to volunteer resource constraints.	In process	

2-5 Yr. Strategy		#	GHI 2021-2022 (12 Month) Strategic Action Plan	Priority	Board	Cmte	Staff	Comments on status	Status
Goal	Objective		Work Plan: Actions						
C. Finance	C.1 Manage finances to address issues that arise.	C.1.a	Review investment policies. Develop workaround to the Prudent Person issue. Does hiring an investment management company as a prudent investor meet the prudent person requirements? Pursue legislative action to address Prudent Person Rule restrictions on GHI investments.	A	X	INVC LGAC	X	On June 3, 2021, the Board reviewed the LGAC’s recommendations regarding actions that GHI should pursue to have the law changed to remove the restrictions on GHI investments. After reviewing legal counsel’s advice, the Board decided that staff should prepare a Request for Proposal from investment management companies to invest GHI funds in accordance with the prudent investor rule. The RFP has been sent to ten investment firms.	In process
	C.2 Continue education programs on GHI finances	C.2.a	Review and revise Tom Jones’ breakdown of fees and distribute to relators and vendors.	B	X	FIN	X		Not started
		C.2.b	Continue education program on GHI finances and produce them as webinars. Include member charges, inflation, value of money, what’s included in monthly charges, replacement reserves’ program	B	X	FIN	X		Not started
	C.3.Insurability	C.3.1	Conduct risk assessment. What impacts the cost of insurance and availability of carriers? Look at risks and ways to make the GHI community more attractive to insurance carriers.	B	X	BLDG	X		Not started

2-5 Yr. Strategy		#	GHI 2021-2022 (12 Month) Strategic Action Plan	Priority	Board	Cmte	Staff	Comments on status	Status
Goal	Objective		Work Plan: Actions						
D. Communication and Member Engagement	D.1 Improve member handbook	D.1.a	Update and improve member handbook to reflect current operations and be internally consistent. Restructure the handbook for ease of use and maintenance. Update how members access the handbook and its updates. Develop accompanying quick reference guide / FAQ.	A	X	COM	X	On September 17, 2020, the Board directed the Communications Committee to review and recommend revisions to the format of the Member Handbook. On December 16, 2021, the Board accepted the committee's recommendation to seek the services of a technical writer, technical editor, or other professional with the necessary skill set to update, standardize, format, and revise the Member Handbook and Board policies for clarity and consistency. Staff prepared a RFP document that was recently sent to firms and individuals.	In process
		D.1.b	Review Permit TF recommendations to address fees, process and permit revisions -- and reflect in handbook.	A	X	BLDG	X	On December 2, 2021, the Board directed the Manager to implement the recommendations stated in the Permit Task Force report that require staff involvement, by January 30, 2023.	In process
	D.2 Use technology for improved member access and communication	D.2.a	Make decision on how to employ internet technology (such as Zoom) to increase opportunities for participation in meetings and overall transparency.	A	X	IT TF	X	Ongoing.	In process
		D.2.b	Improve GHI website per recommendations from membership survey. Complete outward-facing website.	A	X	WSTF	X	The Board passed a motion on December 3, 2020, to establish a task force to recommend upgrades of the website. The Board accepted the task force's report on September 16, 2021. Staff is currently working with GHI member Ken Shields to prepare an RFP, seeking bids from firms to rebuild the website on a Wordpress platform.	In process

Item 6d. Attachment #5

2-5 Yr. Strategy		#	GHI 2021-2022 (12 Month) Strategic Action Plan	Priority	Board	Cmte	Staff	Comments on status	Status
Goal	Objective		Work Plan: Actions						
		D.2.c	Implement a proactive social media strategy (planned, regular tweets; use of GHI's Facebook page for official dissemination of information).	B	X	COM	X	On September 19, 2019, the Board authorized the Board President to appoint a member of the communications committee as the editor of GHI's Facebook page.	In process
		D.2.d	Ask Finance committee to produce three articles per year to be printed in the E-News and placed on the website. Proactively publish relevant educational articles around the time of fee increases.	B	X	FIN	X		Not started
	D.3 Increase member engagement	D.3.a	Conduct a member survey annually that collects input geared to improving GHI. Member Outreach Committee should review the pre-purchase process and provide feedback on whether it conveys the obligation and spirit of the co-op. The annual survey could focus on particular things like the purchase process (post purchase), auto surveys, etc.	B	X	MOC	X	The Member Outreach Committee presented a member survey report to the Board on 9/5/19.	Ongoing
		D.3.b	Create a forum where the Board can hear from members.	B	X			A membership townhall meeting was held on December 5, 2021.	In progress

Committees and Task Forces¹	
BLD - Buildings Committee	MOC - Member Outreach Committee
COM/MARK - Communications & Marketing Committee	RRTF – Record Retention Task Force
EBYITF – Exterior Buildings and Yard Inspection Task Force	RV and Boat Lot Task Force
FIN - Finance Committee	Solar Contract Task Force
INVC – Investment Committee	SWMS – Storm Water Management Sub-Committee Force
IT TF - Information Technology Task Force	Transition Task Force
LGAC - Legislative and Government Affairs Committee	WC - Woodlands Committee
LRPC - Long Range Planning Committee	WSTF – Website Task Force
	ZTF - Zoning Task Force

¹ Not a complete list of committees and task forces.

Priority
On 12-month Action Plan <ul style="list-style-type: none">A. High priority: must be addressed within the next yearB. Medium priority: should be addressed within the next year; could include items of high importance but not high urgency
On separate list of pending actions <ul style="list-style-type: none">C. Low priority: probably won't get to it within the next year but want it on the list

2021 GHI Yards and Exteriors Inspection Program Report

Example of the form used during yard inspections of 2021:

2021 GHI YARDS AND EXTERIORS PROGRAM

Address: _____

Inspector: _____

Initial Inspection Date: _____

Final Inspection Date: _____

We inspected the exterior of your home and your yard today and found that:

___ Your yard PASSED! Your efforts enhance GHI. Thank you for caring about your neighbors and community!

___ Your yard NEEDS SOME WORK to meet GHI's minimum exterior maintenance standards (Membership Handbook pages 36-37).

Please correct the items below by the specified date or contact GHI to make special arrangements. Staff will be assigned to resolve these citations after the Final Inspection Fail. Please see the reverse side for more information and Final Inspection details.

Garden Side	Service Side	End Side	#	Deficiencies to Correct	Correct By:	Final Inspection
			1	<u>Remove Invasive Plants – Poison Ivy – English Ivy/Wisteria Climbing Trees/Walls (III.B.10)</u>		Pass - Fail
			2	<u>Debris and Trash in Yard (III.B.10)</u>		Pass - Fail
			3	<u>Clear Plants and Debris from Over/On Walkways Clear back beyond the edge of walkways (III.B.6)</u>		Pass - Fail
			4	<u>Stormwater Drainage or Yard Swales Obstructed (V.E.1-2)</u>		Pass - Fail
			5	<u>Remove Sapling Trees Within 36" Of Structures (V.E.3.C-E)</u>		Pass - Fail
			6	<u>Damaged Fencing (III.B.13)</u>		Pass - Fail
			7	<u>Clear Access Lane (VI.G.1-3)</u>		Pass - Fail
			8	<u>Description:</u>		Pass - Fail

The items listed below are also the member's responsibility and may be cited. (Handbook Section References)

<u>IV.C</u>	Grass Height Exceeds 8"	<u>III.B.16</u>	Storm Door Damaged
<u>III.B.15</u>	Damaged Shed	<u>III.B.4</u>	Mold/Mildew on Siding
<u>IV.D.5</u>	Loose Cable Service Wiring Outside	<u>V.D.4.C</u>	Street, Rights of Way, and Court Entrance Hedge Height Above 42"
<u>III.B.13</u>	Paint Fencing	<u>V.D.2</u>	Trailer/Vehicle Stored in Yard
<u>III.B.20.A</u>	Water in Open Containers	<u>III.A.7</u>	Damaged Window Screens
<u>III.B.1-2</u>	Peeling Paint on Walls	<u>IV.D.1</u>	Leaf Debris/Piles
<u>III.B.11</u>	Store Toys and Tools	<u>III.B.20</u>	Excess Wood Stored
<u>III.B.7</u>	Bare Spots in Yard	<u>III.A.7</u>	Broken Window
<u>III.B.17</u>	Trash Screen Repair/Missing	<u>III.A.6</u>	House Numbers Missing
<u>III.B.18</u>	Plants Blocking Maintenance	<u>VIII.A</u>	Damaged Privacy Screen

Based upon the directive of the GHI Board approximately 1/3 of the community was selected for yard inspections during the 2021 inspection cycle. The focus was upon deficiencies as numbered 1 thru 8 in the upper section of the form.

Out of 1,600 units 565 [35.3%] were inspected. Initial inspections began on May 4, 2021 and concluded on May 24, 2021. Second round inspections began on June 6, 2021 and concluded on June 24, 2021. Maintenance staff were selected and trained by the Director of Maintenance. More than one Maintenance staffer was engaged in both the Initial and Final Inspections.

Inspections were performed for all units within specific courts selected. Each geographic area within the community had courts inspected rather than just beginning in one area and working outward from a single starting point.

Number of courts selected by street name:

Crescent Road = 7
Eastway Road = 4
Gardenway Road = 5
Hillside Road = 3
Laurel Hill Road = 4
Northway Road = 2
Plateau Place = 4
Research Road = 5
Ridge Road = 10
Southway Road = 9
Westway Road = 2
Woodlands Way = 2

Inspection Results:

347 Units passed the Initial Inspection = 61.4%
202 Units passed the necessary Final Inspections bringing compliance up to 97.2%
16 Units failed the Final Inspection and required Maintenance Staff corrective actions.

Number of Citations Issued based upon Deficiency number:

1 = 91
2 = 38
3 = 116
4 = 1
5 = 62
6 = 7
7 = 3
8 = 4

5 Inspections were performed based upon neighboring member concerns.