

NOTICE OF MEETING AND AGENDA

**GHI BOARD OF DIRECTORS
OPEN MEETING**

Begins At 7:45 p.m.

Thursday, March 3, 2022

VIRTUAL ZOOM MEETING ROOM

Members & Visitors may attend remotely.

1. Approval of Agenda

2. Statement of Closed Meeting

- a. Statement of Closed Meeting Held on March 3, 2022 (Attachment #1)

3. Visitors and Members (Comment Period)

4. Approval of Membership Applications

5. Committee Reports

6. Consent Agenda

(Items will be approved as recommended by staff, subject to removal from the Consent Agenda by the Board.)

- a. Proposed Solar PVES Pre-paid Power Purchase Agreement – 2nd reading (Attachment #2a-2c)

7. For Action or Discussion

- | | | |
|-------------------------------------------------------------------------------------------------------------------------|------------|-------------------|
| a. Approve Minutes of the Open Meeting Held on January 20, 2022 – (Attachment #3) | 2 Minutes | Discussion/Action |
| b. Proposed Bylaw Changes to be Considered During the May 12, 2022, Annual Membership Meeting | 15 Minutes | Discussion/Action |
| c. Permit Request to Install a Greenhouse Structure in the Serviceside Yard at 60-D Crescent Road – (Attachment #4a-4c) | 15 Minutes | Discussion/Action |
| d. Review Dates for Board Meetings During April 2022 | 5 Minutes | Discussion/Action |
| e. Should GHI Advocate for Legislation to Make Coop Members Eligible for Reverse Mortgages? – (Attachment #5) | 10 Minutes | Discussion/Action |
| f. Request by an External Organization for a Contribution – (Attachment #6a-6c) | 5 Minutes | Discussion/Action |
| g. Schedule a Closed Meeting for the Manager’s 2021 Performance Evaluation | 2 Minutes | Discussion/Action |
| h. Motion to Hold a Closed Meeting on March 17, 2022 | 1 Minutes | Discussion/Action |

8. 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 8, 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 25, 2022
SUBJECT: Items for the **GHI OPEN** Board Meeting on March 3, 2022

GHI Open Meeting

6a. Proposed Solar PVES Pre-paid Power Purchase Agreement – 2nd reading (Attachment #2a-2c)

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 #2a), 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 1, 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 from 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 presented a final draft pre-paid PPA amendment (attachment #2b) for the Board's review.

Attachment #2c 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 second and final 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.

7a. Approve Minutes of the Open Meeting Held on January 20, 2022 – (Attachment #3)

Motion: I move that the Board of Directors approve the minutes of the Open Meeting, which was held on January 20, 2022 (as presented/as revised).

7b. Proposed Bylaw Changes to be Considered During the May 12, 2022, Annual Membership Meeting

On February 3, 2022, President Stefan Brodd proposed that the Board request the membership to consider approving four proposed Bylaw amendments outlined below during the annual membership meeting on May 12, 2022. The strikethrough text delineate words to be deleted and bold underlined text delineate words added.

Proposed Amendment #1

Article VIII Financial Regulations; Section 11 Expenditure of Funds and Contracts; paragraph a:

No expenditure in excess of ~~\$7,500~~ **\$15,000** shall be made, nor shall any obligation for the expenditure of more than said amount be incurred, except in pursuance of a motion adopted by the Board of Directors. All motions authorizing said expenditures of money or the incurring of an obligation for said expenditures of money shall state specifically the amounts of expenditures authorized and the specific purpose for which authorized. Sums thus authorized shall be applied solely to the specific objects for which they are made and for no others, except pursuant to a motion subsequently adopted by the Board of Directors. No motion authorizing the expenditure of money **in excess of \$100,000** or the incurring of any obligation for the expenditure of money **of more than said amount** shall be adopted until the same shall have been approved by the Board of Directors at two separate Board meetings on two different days except in emergencies, in which event the approval of two-thirds of the entire Board shall be necessary for adoption.

Rationale: To give the General Manager greater flexibility and efficiency in dealing with budgeted expenditures and contracts that fall between \$7,500 (current limit) and \$15,000 (proposed new limit) and increase the efficiency of the Board of Directors in not having to review these small items.

To allow the Board of Directors to accept contracts between \$15,000 and \$100,000 in one reading, thus saving time and making Board operations more efficient. Contracts involving, for example, repairs to a unit that has been assigned to GHI by a member should not be unnecessarily delayed by two separate readings because it is expensive and inconvenient for both GHI and the member.

Proposed Amendment #2

In Article III Membership; Section 3 Privileges of Members:

Members of the Corporation shall be permitted to attend meetings of the Board of Directors and shall be excluded from such meetings only if the Board by a ~~three-fourths~~ **two-thirds** vote should ~~enter into an executive session~~ **hold a closed meeting**. Any consideration of contracts in ~~Executive Session~~ **a closed meeting** requires prior public announcement of the nature and scope of the contracts by printed and electronic means as soon as practicable. The Board shall not make policy decisions in ~~Executive Session~~ **a closed meeting**, but may decide in such sessions matters affecting individual members, employees, pending litigation, or contract negotiations. All members of the Corporation shall have the right to inspect and copy the record of the names and addresses of all members of the Corporation at any time during regular office hours of the Corporation, provided that such member asking to examine and/or copy the list shall sign a statement that the list will not be used for a purpose other than for contacts with members covering business concerning the Corporation. All members of the Corporation shall have the right to inspect and copy the approved minutes of the Board of Directors (excluding minutes of any **closed** meeting ~~held in executive session~~) at reasonable times and under reasonable regulations established by the Board of Directors.

Rationale: Change “executive session” to “closed meeting” to bring the terminology in GHI Bylaws into accordance with the Maryland Cooperative Housing Corporation Act and use a term more easily understood by members.

Proposed Amendment #3

In Article VII Committees; Section 2 Audit Committee; paragraph c:

Members of the Audit Committee shall have the right to attend all regular and special meetings of the Board of Directors of GHI and all subsidiary corporations, including ~~executive sessions~~ **closed meetings**, and shall be furnished with copies of all minutes.....

Rationale: Change “executive sessions” to “closed meetings” to bring the terminology in GHI Bylaws into accordance with the Maryland Cooperative Housing Corporation Act and use a term more easily understood by members.

Proposed Amendment #4

In Article V Directors; Section 5 Meetings:

The Board shall hold regular meetings at least twice monthly except during the months of June, July, and August, when it shall meet **at least** monthly.....

Rationale: To reflect the reality that the Board of Directors has for years met at two regular Board meetings during the summer months.

After discussing President Brodd’s proposed amendments, the Board requested that GHI’s legal counsel should review their language and recommend revisions. Attorney Joe Douglass advised as follows:

1. Amendment #1 should be revised to set the threshold amounts as percentages of the annual budget, rather than as flat dollar amounts. This will allow the amounts to adjust automatically for inflation over time. Here is a suggested revision:

No expenditure in excess of \$7,500 ~~\$15,000~~ _____ % of the then-current annual budget shall be made, nor shall any obligation for the expenditure of more than said amount be incurred, except in pursuance of a motion adopted by the Board of Directors. All motions authorizing said expenditures of money or the incurring of an obligation for said expenditures of money shall state specifically the amounts of expenditures authorized and the specific purpose for which authorized. Sums thus authorized shall be applied solely to the specific objects for which they are made and for no others, except pursuant to a motion subsequently adopted by the Board of Directors. No motion authorizing the expenditure of money ~~in excess of \$100,000~~ _____ % of the then-current annual budget or the incurring of any obligation for the expenditure of money ~~of more than said amount~~ shall be adopted until the same shall have been approved by the Board of Directors at two separate Board meetings on two different days except in emergencies, in which event the approval of two-thirds of the entire Board shall be necessary for adoption.

2. In Amendment #2, I would recommend revising the following sentence as shown below:

Members of the Corporation shall be permitted to attend meetings of the Board of Directors and shall be excluded from such meetings only if the Board, by a ~~three-fourths~~ **two-thirds** vote of the Board members in attendance at an open meeting at which a quorum of the Board is present, should ~~decide to enter into an executive session~~ **hold a closed meeting**, in accordance with the Maryland Cooperative Housing Corporation Act.

This item is on the agenda for discussion and action.

Suggested Motion: I move that the Board of Directors accept the following proposed GHI Bylaw amendments:

- **Amendment #1** (as presented by Board President Brodd/as revised by Attorney Douglass)
- **Amendment #2** as revised by Attorney Douglass
- **Amendment #3** as presented by Board President Brodd
- **Amendment #4** as presented by Board President Brodd

Further, I move that the Board of Directors direct that the proposed amendments be voted on by the membership, for inclusion into GHI Bylaws, during the May 12, 2022, annual meeting.

7c. Permit Request to Install a Greenhouse Structure in the Serviceside Yard at 60-D Crescent Road – (Attachment #4a-4c)

On January 22, 2022, staff received a Type II permit request (attachment# 4a) from the member at 60-D Crescent Road who desires to construct a greenhouse in the serviceside yard.

This request requires consideration of the following GHI Rule:

§IX.B.4, “Accessory Buildings require approval by the Board of Directors”.

During the ARC meeting on February 7, 2022, the following points were discussed:

- a. The member would like to construct a prefabricated poly-carbonate greenhouse on a concrete slab in their service side yard. The size of the shed would be approximately 6’ x 8’ x 6’-9”. The member plans to use the greenhouse to extend the growing season for vegetables. There are no current plans to heat the greenhouse.
- b. The current rules in the Member handbook do not permit storage shelters or sheds in the serviceside yard.
- c. The member’s gardenside yard is sloped and does not receive much sun. It is not a suitable location.
- d. The yard at 60-D Crescent is at a higher elevation, making it visible to every unit in the court and to cars driving by on Crescent Road.
- e. Several members of 60 Court Crescent Rd spoke in opposition to this request. While they appreciated the member as a neighbor and coop member, they felt that the serviceside is an inappropriate location for any structure, much less a greenhouse.
- f. There was additional concern that the greenhouse would be accompanied by additional clutter to serve the gardening process.
- g. A member in the Court spoke about the cohesive nature of the service side yards in the court. She noted that the yards are all small, but taken as a whole, the serviceside feels very open and communal. Adding a greenhouse, or any structure, would very much detract from this open space.
- h. One member of the court suggested that the member at 60-D Crescent Rd should apply for a community garden plot across from the administration building as an alternative.
- i. There was concern that allowing any structure on the serviceside would set a precedent for future serviceside structures.
- j. The neighboring members were not made aware that there would be a permanent concrete slab base for the proposed greenhouse when their consent was requested.

The ARC recommended by a vote of 5-0-1 that the Board of Directors not allow the construction of the greenhouse in the serviceside yard at 60-D Crescent Road.

Reasons for the motion:

- Lack of neighbor support (consent)
- Very small serviceside yards at 60 Court
- High visibility from 60 Court and Crescent Road

Attachment #4b is an email from the member of 60-D Crescent Rd responding to concerns about the greenhouse that were expressed during the ARC meeting.

Attachment #4c contains letters that are in favor of and against allowing the greenhouse to be constructed. A summary of letters received is as follows:

Address	In favor/ Against
-----	In favor
-----	Against
-----	Against
-----	Against
-----	Against
-----	Against
-----	In favor
-----	In favor
-----	In favor
-----	In favor
-----	In favor

This item is on the agenda for discussion and action.

Suggested motion: I move that the Board of Directors (allow/not allow) the member of 60-D Crescent Road to construct a greenhouse in the service side yard.

7d. Review Dates for Board Meetings During April 2022

In April 2022, regular open Board meetings are scheduled to be held on April 7th and April 21st. The annual membership meeting will be held on May 12th.

The Board must review the 2021 External Audit Report (including the Consolidated Financial Statements for Greenbelt Homes Inc. as of December 31, 2021, and December 31, 2020) before the financial statements are included in the 2021 GHI Annual Report to be printed by April 20th and distributed to the membership between April 28th and May 2nd. The External Auditor proposes to submit a draft Audit Report to the Audit Committee by March 29th and a final report a few days later. Staff may not receive the final report by March 31st to include in the Manager’s memorandum for a Board meeting on April 7th.

The Board must also review the agenda for the annual meeting before it is printed and mailed to members between April 22nd and May 2nd. GHI’s bylaws state that any matter of business shall be placed on the agenda of a membership meeting of the Corporation on written request to the

secretary for such action by ten or more members at least thirty-five days in advance of such meeting i.e., by April 7, 2022, for the May 12, 2022, meeting.

Staff recommends that the Board consider meeting on April 14th to review the External Audit Report and agenda for the annual meeting, by selecting one of the following options:

- a) Hold regular open meetings on April 7th and April 21st and a special open meeting on April 14th to review the External Audit Report and agenda for the annual meeting.
- b) Cancel the regular open meeting on April 7th and hold regular open meetings on April 14th and April 21st.

This item is on the agenda for discussion and action.

Either

Suggested motion #1: I move that the Board of Directors hold a special open meeting on April 14, 2022.

Or

Suggested motion #2: I move that the Board of Directors cancel the regular open meeting on April 7, 2022, and hold a regular open meeting on April 14, 2022, instead.

7e. Should GHI Advocate for Legislation to Make Coop Members Eligible for Reverse Mortgages? – (Attachment #5)

Members in housing cooperatives in Maryland are not allowed opportunities to obtain reverse mortgages that could allow long-time members to live in their homes longer. This issue was discussed during a meeting on November 1, 2017, between the Legislative Government and Affairs Committee, Maryland Senator Paul Pinsky, and Maryland State Delegates Tawana Gaines, Delegate Ann Healey, and Alonzo Washington. Board President Skolnik attended this meeting.

On May 18, 2018, GHI representatives (Board President Brodd, Vice President Skolnik, Treasurer Hess, LGAC Chair Aaron Marcavitch and General Manager Ralph) attended a Community Association Institute sponsored summit with our Congressional Representatives and advocated that Congress should consider enacting legislation to make members of housing cooperatives eligible for reverse mortgages.

Attachment #5 is an article which states that under a new law, co-op shareholders 62 and older in New York can tap into their equity through a reverse mortgage.

This item is on the agenda for the Board to discuss whether GHI should advocate for the passage of legislation that would enable members of housing cooperatives in Maryland to be eligible for reverse mortgages.

Suggested motion: I move that the Board of Directors direct the Legislative Government Affairs Committee (LGAC) to recommend specific steps that GHI should take in advocating for the passage of legislation in Maryland that would enable members of housing cooperatives to obtain reverse mortgages. The LGAC shall provide its recommendation by _____.

7f. Request by an External Organization for a Contribution – (Attachment #6a-6c)

Attachment #6a is a letter from the Greenbelt Community Foundation with a request for a donation.

GHI's Contributions Policy, shown in attachment #6b, outlines the process for requesting a contribution; all requests should fit one or more of the stated criteria. A chart of donations for the past six years is presented as attachment #6c.

This item is on the agenda for discussion and action.

Suggested Motion: I move that the Board of Directors approve a contribution of \$ _____ to the Greenbelt Community Foundation.

7g. Schedule a Closed Meeting for the Manager's 2021 Performance Evaluation

The Board should schedule a date for the Manager's 2021 performance evaluation which will be done during a closed meeting.

This item is on the agenda for discussion and action.

Suggested motion: I move that the Board establish _____ commencing at 7.00 p.m. as the date for a closed meeting with the General Manager, to discuss his 2021 performance evaluation.

7h. Motion to Hold a Closed Meeting on March 17, 2022

Suggested motion: I move to hold a closed meeting of the Board of Directors at 7:00 pm on March 17, 2022.

Attachment #1: Statement of Closed Meeting Held on March 3, 2022

GHI's Board of Directors held a closed meeting at 7:00 PM on March 3, 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 20, 2022	(vii)
3. Consider Approval of the Following Contract <ul style="list-style-type: none"> • Acquisition of New Radios for the Maintenance Department – 2nd reading 	(vi)
4. Member Financial Matters	(viii)

During the meeting, the Board of Directors authorized the Manager to enter into a contract with Wired Fox Technology to provide GHI wireless communication services including 30 mobile radios and a base station for a cost of \$26,376 over a period of two years, with an amount of 10% for contingencies, for a total cost not exceeding \$29,013.

The motion to hold the closed meeting was approved during the open meeting of February 17, 2022, by Directors Brodd, Carter-Woodbridge, Hess, James, Lambert, Luly, McKinley and Mortimer.



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

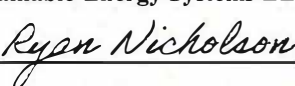
Signature: 

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

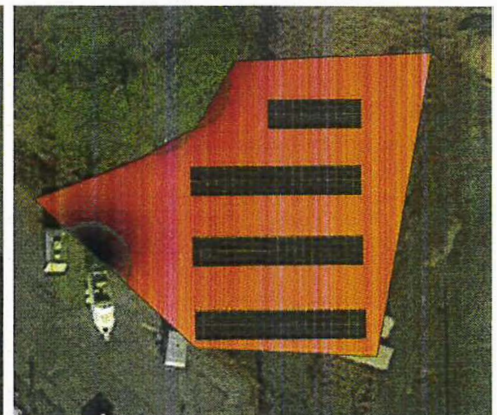
An Aerial Photograph of the Facility	See below
Conceptual Drawing of the System	See below
Delivery Point	At Main Service Meter in Admin Building At Main Service Meter in warehouse via underground cable
Access Points	<ol style="list-style-type: none"> 1. Roof Top Access Required for the Administration 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 :

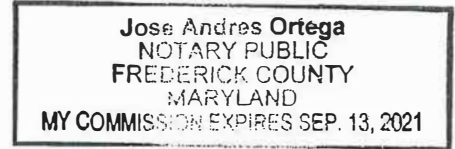
ss.

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.

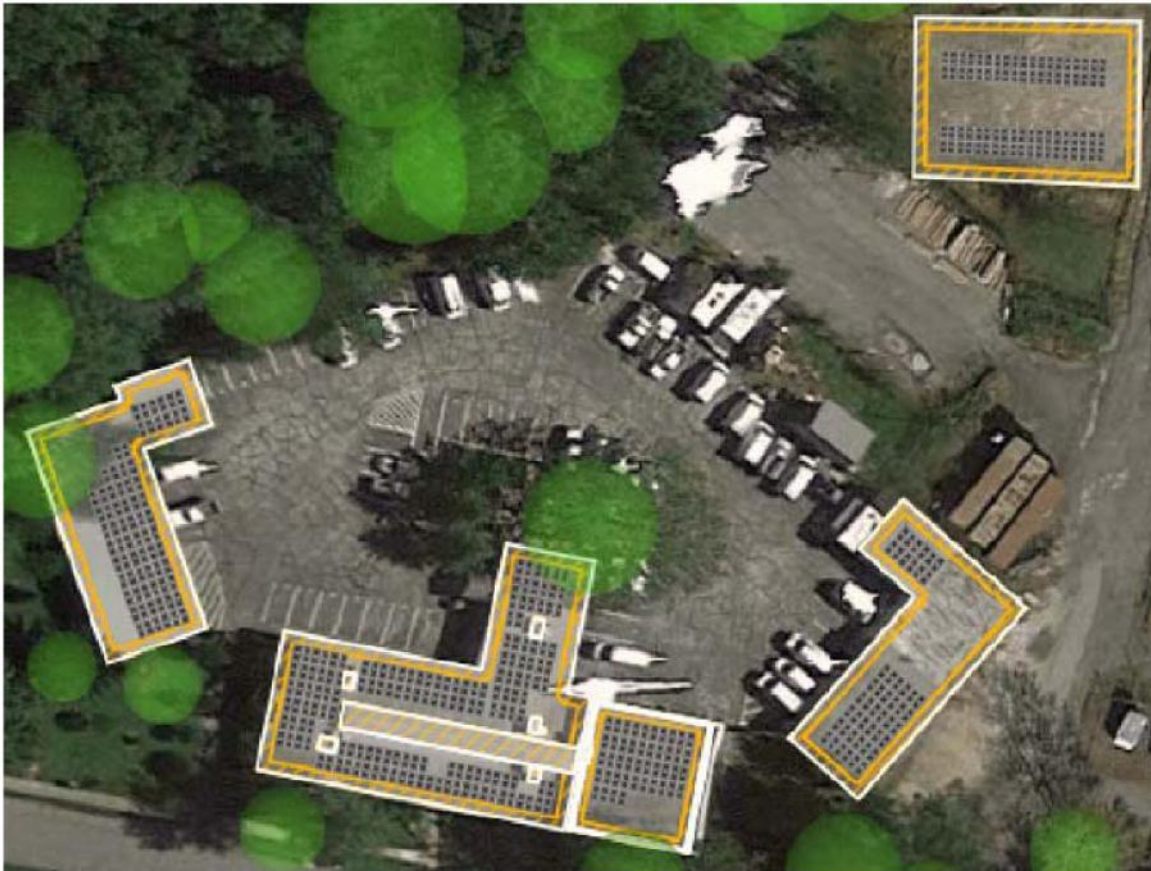


Exhibit 3

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 trued-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

3. 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.

4. 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. The Purchase Price shall be the Contract Price as set forth in Exhibit 1, Section 4 of this addendum and payments made by Purchaser to Seller up to the time of System Purchase as required under this Agreement.

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

Draft GHI Board of Directors
Open Meeting
(Virtual Zoom)
January 20, 2022
7:45 pm

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

Excused Absences:

Others in Attendance:

Eldon Ralph, General Manager	Tina Scites, 2-B Northway
Joe Perry, Director of Finance	Kris White, 14-K Hillside Road
Maesha McNeill, Human Resources Manager	Bryan Bruns, 12-A Ridge Road
Deanna Washington, Director of Member Services	Molly Lester, 6-M Hillside Road
Stuart Caplan, Director of Technical Services	Shawnda Atkins
Bruce Mangum, Contract Processor	Deidre B
David Benack, Audit Committee	Paul Kapfer, 6-E Hillside Road
Sam Lee, Audit Committee	Ben Fischler, 14-V4 Ridge Road
Dale Wilding, Audit Committee	April Ashpes, 3-F Eastway
Joe Ralbovsky, 62-E Ridge Road	Mark Docken, 33-Ridge Road
Henry Haslinger, 4-A Ridge Road	Alison Rose, 45-C Ridge Road
Adrienne White, 6-H Hillside Road	Susan Cahill, 7-A Hillside
Kathy Bartolomeo, 15-R Laurel Hill Road	Peter Teuben, 18-H Ridge Road
Claudia Jones, 7-D Laurel Hill Road	Mona Atari, 7-F Laurel Hill Road
Tom Taylor, 11-G Laurel Hill Road	Carol Griffith, 55-B Ridge Road
Isaac Rehner, 7-E laurel Hill Road	Tom Jones, 1-C Woodland Way
Stephanie Warner, 14-N Laurel Hill Road	Bill Jones, 15-D Ridge Road
Ann Samuel, Recording Secretary	

President Brodd called the meeting to order at 7:53 pm.

1. Approval of Agenda

Motion: To approve the agenda.

Moved: Hess

Seconded: McKinley

Carried: 9-0

2. Statement of Closed Meeting

2a. Statement of Closed Meeting Held on January 20, 2022

GHI’s Board of Directors held a closed meeting at 7:00 PM on January 20, 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 16, 2021	(vii)
2. Consider Approval of the following Contracts: <ul style="list-style-type: none"> • 2022-23 Contract for Yardi Property Management System – 2nd reading • Contract for Repairs to a GHI Unit – 2nd reading • Contract for Repairs to a GHI Unit – 1st and only reading 	(vi)
3. Request by a Prospective Member for an Exception to the GHI Member Selection Criteria Policy	(iv)
4. Request by a Member to Assign Their Unit to GHI	(iv)
5. Member Financial Matters	(viii)

During the meeting, the Board of Directors approved the following contracts:

- a) A contract with Yardi Systems Inc. for use of its Yardi property management system by GHI during March 2022 to February 2023, at a cost of \$44,290, with an amount of 10% for contingencies for a total cost not exceeding \$48,719.
- b) A contract with Q&A Home Improvements to repair a unit that was assigned to GHI, at the contractor’s bid of \$16,850 plus 10% for contingencies, for a total not to exceed \$18,535.
- c) A contract with Q&A Home Improvements to repair a unit that was assigned to GHI, at the contractor’s bid of \$13,850 plus 10% for contingencies, for a total not to exceed \$15,235.

The motion to hold the closed meeting was approved during the open meeting of January 6, 2022, by Directors Bilyeu, Brodd, Carter-Woodbridge, James, Luly, McKinley, and Mortimer.

3. Visitors and Members (Comment Period)

Molly Lester inquired about various aspects of the real estate tax assessment process, including dissemination of the video lecture and the tax cap assessed. Joe Perry advised that a summary and the PowerPoint presentation from the lecture would be placed on the GHI website and explained the tax cap that was assessed. Joe also informed meeting participants that a letter outlining the tax cap would be mailed to the membership as a whole.

Molly Lester asked the Board to confirm receipt of an email and memo regarding WSSC. President Brodd confirmed receipt of both documents.

Claudia Jones inquired whether a membership criteria exception was on the agenda for discussion that evening. President Brodd advised the exception case had been part of the closed meeting that was held earlier that evening. President Brodd also explained no decision had been reached in the matter.

Claudia Jones advised that she had completed and submitted the survey relating to transition of the General Manager and inquired if a task force would be created for the process. President Brodd advised the survey was conducted by the Transition Task Force and all results would be analyzed and disseminated to the membership. President Brodd also identified Tom Adams as the Chair of that task force.

Adrienne White voiced concerns about a large tree causing significant sewer blockage issues. Adrienne explained findings and results from work performed in 2017, but identified the issues as ongoing. Adrienne asked the Board to consider removal of the tree to prevent future blockage and repair issues. President Brodd advised Eldon Ralph would take steps to address.

4. Approval of Membership Application

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

- **Evan C. Palmer-Young, Sole Owner, 8-G Research Road.**

Moved: James

Seconded: Bilyeu

Carried: 9-0

5. Committee Reports

Director McKinley updated the Board on the report from the Storm Water Management Subcommittee and their progress on the Impervious Surface Rule. She also mentioned ongoing work on rain check rebate rules that impact GHI members and UMD wishing to collaborate with GHI.

Director McKinley updated the Board on the Buildings Committee continuing work on the pipe replacement project.

Director Mortimer updated the Board on the Bicycle Committee's work on the bicycle lockers proposal and indicated that the proposal will be available to the Board soon.

6. For Action or Discussion

6a. Approve Minutes of the Open Meeting Held on December 16, 2021 – (Attachment #2)

Motion: I move that the Board of Directors approve the minutes of the Open Meeting that was held on December 16, 2021 as presented.

Moved: James

Seconded: Hess

Carried: 9-0

6b. Woodlands Committee Proposal to Install Temporary Fencing for a Native Plant Propagation Area between 8 and 10 Laurel Hill Road – (Attachment #3)

The Woodlands Committee requests that the Board of Directors approve the installation of a temporary metal deer fence surrounding a native plant propagation area being developed in the pocket garden between 8 & 10 Courts of Laurel Hill Road. The rationale for the Woodlands Committee request is outlined in Attachment #3.

Motion: I move that the Board of Directors approve the Woodlands Committee proposal to install a temporary metal deer fence around a native plant propagation area that is being developed in the pocket garden between 8 & 10 Courts Laurel Hill Road.

Moved: James

Seconded: Hess

Carried: 9-0

6c. Discuss Next Steps for Negotiating with WSSC re: Replacement of Water Supply Pipes for Masonry Units – (Attachment #4)

The underground water supply pipes for GHI's masonry buildings were installed during 1935-37. In a 1958 agreement signed by the Washington Suburban Sanitary Commission (WSSC), the City of Greenbelt, and Greenbelt Homes, Inc. (GHI), WSSC took ownership of the water pipes up to the meter boxes located approximately 5 feet away from the front walls of the buildings.

In 2007, WSSC first informed GHI that it planned to replace the water supply pipes for the 574 masonry units. Attachment #4 is a chronology of the activities that have occurred since WSSC initially informed GHI of its intent to replace the water supply pipes. Since 2010, negotiations with WSSC have stalled because GHI did not agree to their proposal that we should be responsible for future maintenance of the pipes between new meters located at the curbsides of serviceside yards and the buildings. In 2018, WSSC offered to be responsible for the maintenance and repair of the additional on property pipe for 30 years from the date of project completion, giving GHI an opportunity to build up a substantial infrastructure fund for maintenance and repairs beyond 30 years.

In a letter dated February 12, 2021, WSSC's General Manager Ms. Carla Reid stated that WSSC will not proceed with the upgrade project, but will continue to operate and maintain the GHI water system based on the 1958 tripartite agreement. Ms. Reid's letter was in response to a joint letter dated November 3, 2020, from Mayor Colin Byrd of the City of Greenbelt and GHI Board President Steve Skolnik, which stated that the City and GHI fully understand WSSC's desire to bring GHI's water and sewer infrastructure in alignment with WSSC's current design standards and do not object if any such changes do not result in a breach of the 1958 agreement.

During a work session between the Greenbelt City Council and GHI Board of Directors on December 15, 2021, the City Council stated that it would jointly participate with GHI during negotiations with WSSC, if they resume.

This item is on the agenda for the Board to discuss the next steps for resuming negotiations with WSSC. Points for consideration are as follows:

- a) Should the Board hold a meeting with members of masonry homes to discuss WSSC's proposal to be responsible for the maintenance and repair of the additional on property pipe for a period of 30 years from the date of project completion., giving GHI an opportunity to build up reserve funds for maintenance and repairs beyond 30 years. If so, when should a meeting be held?
- b) In 2013, GHI staff estimated that 15,144 ft. of piping would become the responsibility of GHI after the expiration of the 30-year period of WSSC ownership. Staff also estimated the cost of replacement at that time to be \$100/ft. Based on the CPI Inflation calculator, \$1,514,400 in 2013 dollars is worth approximately \$1,812,428 today.
- c) The content of a letter to be formulated and signed by GHI's Board President and the Mayor of Greenbelt, requesting a resumption of negotiations with WSSC.
- d) Which persons including legal counsel should represent GHI during negotiations with WSSC?

The Board consensus was for President Brodd and GM Eldon Ralph to begin the process to identify a law firm to represent GHI in negotiation proceedings with WSSC. Additional information will be provided to members as it becomes available.

6d. Proposed Work Session with GHI Legal Counsel and Topics for Discussion

GHI's retainer agreement with Whiteford, Taylor & Preston, LLP includes an annual work session with the Board of Directors to review legal affairs of the cooperative. The Board may wish to consider some or all of the following topics and possibly others, for discussion during a work session in 2022:

Display of Flags and Signs - Occasionally, some members complain about displays of signs and flags in neighboring units. What restrictions should GHI consider imposing regarding the display of flags and signs on units and in yards?

Disposition of a unit after a member is deceased – GHI does not have any specific regulations to ensure timely transfer of the membership interest in a unit to a new member.

Granting exceptions to rules and regulations – Attorney Douglass should discuss the ramifications of granting members too many exceptions to rules and regulations.

H06 insurance policy – Can GHI require members to obtain HO6 insurance policies?

Occupancy Criteria Rules – From time to time, staff encounters situations where adjacent members complain that a unit has been unoccupied for more than a year; however, the absentee member is easily able to provide documentation based on the current Occupancy Criteria rules,

to show that they reside in the unit. Staff recommends that the Occupancy Criteria Rules should be tightened.

Marijuana use – What restrictions can community associations like GHI impose on marijuana use, since it is now legally classified as a medicine in many states including Maryland?

Member Complaints Procedure – The procedure does not expressly address complaints against non-member tenants, or by a non-member against a member regarding an incident that occurs on GHI’s premises. Should the procedure be revised to include these situations?

Members on multiple Mutual Ownership Contracts – At present there are no bylaws or other policy restrictions against a member obtaining a membership interest in multiple units. Should the cooperative formulate a policy regarding this issue and if so, what restrictions should be considered?

Publication of audiovisual recordings of open Board and committee meetings – what are the pros and cons of publishing these recordings on GHI’s website?

Unofficial GHI Social media platforms – What actions should GHI take to protect itself from liability?

Attorney, Joseph D. Douglass, Partner at Whiteford, Taylor & Preston, LLP provided the following dates for a work session which will be held virtually via zoom:

- February 22, 23, 28
- March 7, 8, 9, 21, 22, 23, 28, 29, 30, 31

Director McKinley suggested adding the use of publicly available electronic images to GHI documents.

By consensus, the Board should decide the topics to be discussed and a date for the work session.

President Brodd suggested Thursday, March 31, 2022 at 7:00 pm for the meeting. In advance of the date, Director McKinley will provide Eldon Ralph with any additional topics for discussion.

6e. Proposal that the City of Greenbelt Allocate Some ARPA Funds Toward the Maintenance, Repair, and Improvement of Storm Drains

The City of Greenbelt is the direct recipient of \$22.88 million dollars in American Rescue Plan Act (ARPA) funds from the Federal Government. Half of the funds were received in 2021, and the balance will be received in 2022.

These funds were issued to provide an immediate economic response to the effects of the COVID-19 pandemic. There are several allowable uses for these funds; one such allowable use is for water and sewer infrastructure, including storm water.

When the Federal Government divested itself of the original Greenbelt community in 1952 and 1953, much of the land and residences were transferred to Greenbelt Veteran Housing Corporation (now known as GHI). A 1958 tri-party agreement between the City of Greenbelt, WSSC and GHI resulted in WSSC taking responsibility for the exterior water supply system for masonry homes and the sanitary sewer main lines for masonry and frame homes. It is unclear whether WSSC is responsible for the exterior water supply system for frame homes, beyond the shut-off valves near the streets. The City of Greenbelt is responsible for the storm water main lines.

Considering the age of these storm water main lines and failures that have begun to occur, the Board of Directors may wish to consider requesting the City of Greenbelt to allocate a portion of the ARPA funds for the maintenance, repair, and improvement of storm water main lines within GHI and Old Greenbelt.

Motion: I move that the Board of Directors authorize the Board President to prepare and send a letter to the Greenbelt City Council requesting that the City Council consider allocating a portion of the American Rescue Plan Act funds towards the maintenance, repair, and improvement of storm water drainage systems within GHI and other parts of Old Greenbelt.

Moved: Hess

Seconded: Carter-Woodbridge

Carried: 9-0

6f. Request the Buildings Committee to Recommend Revisions to the GHI Member Handbook Based on NCOZ Regulations for Greenbelt – (Attachment #5)

After working on new zoning legislation for a number of years, the Prince George's County Council has stipulated that the new Countywide Map Amendment (CMA) and Neighborhood Conservation Overlay Zone (NCOZ) regulations for Greenbelt (Attachment #5) shall take effect on April 1, 2022.

In particular, the following provisions are included in the NCOZ:

- An addition that increases the gross square footage of a unit by 15% or more will require review by the County Planning Director.
- Additions may not exceed 60% of the gross floor area of the original dwelling. Current GHI rules allow 100%.
- Garages may only be used for vehicle parking or general storage, and not for residential or other uses.

The Board may wish to request the Buildings Committee to recommend revisions to relevant rules in the GHI Member Handbook to make them consistent with the NCOZ regulations.

This item is on the agenda for discussion and action.

Motion: I move that the Board of Directors direct the Building Committee to recommend language revisions to relevant rules in the GHI Member Handbook and all public-facing websites by February 28, 2022, to make them consistent with the Prince George’s County Neighborhood Conservation Overlay Zone regulations.

Moved: Bilyeu

Seconded: Hess

Carried 9-0

6g. Review Status of the 2021-22 Board Action Plan & Committee Task List– (Attachments #6a-6b)

Attachment #6a is the updated 2021-22 Board Action Plan as of January 25, 2022. Attachment #6b is the updated Committee Task List. The Board should review the activities that are in progress and discuss steps to initiate tasks in the Board Action Plan that have not begun.

Due to time constraints, Board decided by consensus to defer this item for a future date.

6h. Motion to Hold a Closed Meeting on February 3, 2022

Motion: I move to hold a closed meeting of the Board of Directors at 7:00 pm on February 3, 2022.

Moved: Hess

Seconded: Bilyeu

Carried 9-0

7. Items of Information

7a. Sewer System Repairs to be Undertaken by WSSC – (Attachment #7)

On March 16, 2017, the Board gave approval for WSSC to undertake sewer system repairs at various sites listed in Attachment #7. WSSC planned to undertake the work last summer but delayed the project.

WSSC recently notified staff that their sewer replacement contractor would like to start work on verifying the location of the sewer mains and laterals in the following GHI locations: 3 Ct. Ridge Road, 9 Ct. Ridge Road (Units G through M side only), 25 Ct. Ridge Road, along Ridge Road in front of 34-36-38 Ct., 39 Ct Ridge Road (Units A-B-C only), 4 Ct. Southway, 4 Ct. Hillside Road, 6 Ct. Hillside Road (between Units A through E and Units F through J only), and 2 Ct. Northway. In addition to the sewer mains at these locations, WSSC will replace the lateral sewer pipes.

WSSC's contractor will utilize a method called "pipe bursting" for replacing sewer main pipes. This will involve digging a "pipe bursting pit" at one end of the line to be replaced if a manhole is not available. The old pipe will be pushed aside, and new pipe inserted in its place. However, the lateral pipes will be replaced using the traditional open trench excavation technique.

WSSC's contractor would like to begin work two weeks from the date staff gives WSSC the notice to proceed. Before doing this, staff will notify all members in the scheduled courts. The ground will be marked to identify the location of the sewer main and laterals. Upon completion of this operation, WSSC will survey the impacted areas to determine the scope of the restoration work per unit (per site). A GHI employee will monitor the construction work to ensure that there is proper coordination with members, and WSSC properly restores all areas that are disturbed.

7b. President's Items

President Brodd reminded everyone of the upcoming GDC planning session on January 27, 2022 at 7:00 pm.

7c. Board Members' Items

Director Luly expressed gratitude to the Finance Department for the session provided by Mr. Monks for the tax assessment process.

Director Bilyeu notified everyone of an open position on the Buildings Committee.

7d. Audit Committee's Items

None

7e. Manager's Items

None

Motion: To adjourn.

Moved: Hess

Seconded: Mortimer

Carried: 9-0

The meeting adjourned at 9:20 pm.

Ed James
Secretary

Co-op Seniors Can Now Get Reverse Mortgages

Bill Morris in [Legal/Financial](#) on December 2, 2021

[New York State](#)

Under a new law, co-op shareholders 62 and older can tap into their equity through a reverse mortgage.

Dec. 2, 2021

A long, hard-fought battle ended in victory for **housing cooperatives** on Wednesday when **Gov. Kathy Hochul** signed a bill that will allow co-op shareholders **62 and older** to take out **reverse mortgages** on their apartments. The law goes into effect in 180 days.

“I’m very, very, very pleased,” says **Mary Ann Rothman**, executive director of the **Council of New York Cooperatives & Condominiums**. “We’ve been working on this for probably eight years. More and more of us old folks are finding that our savings, Social Security and pensions are not going to cover our living expenses. A reverse mortgage allows an individual to tap into the equity in their home, and it will let people live out their lives in their homes. This law sustains communities and doesn’t take from the public trough.”

Rothman credits Assemblyman **Jeffrey Dinowitz**, a Bronx Democrat, with shepherding the legislation to the governor’s desk. It passed in the Assembly by a **148-1** margin and in the Senate by **62-1**.

“That tells me the vast majority of legislators understood that this will be a benefit to their constituents,” Dinowitz tells Habitat.

*(Like what you're reading? To get **Habitat** newsletters sent to your inbox for free, click [here](#).)*

Until now, reverse mortgages were available in New York State to owners of **one- to four-family homes** and **condominiums**, but not co-op apartments. Former **Gov. Andrew Cuomo** vetoed similar legislation over concerns that inadequate **consumer protections** left open the possibility that **predatory lenders** could swindle older shareholders out of their homes. “This legislation has more consumer protections than you can imagine,” Rothman says. “It’s a very carefully crafted bill.”

Adds Dinowitz, “I brought together all the **stakeholders** to build a consensus — supporters and opponents, state agencies, co-op residents. There were skeptics who felt there had been issues in the past with consumer protections. I wanted to make sure nobody’s going to get ripped off.”

To that end, the new law has numerous requirements, including: lenders must obtain a **\$100,000 surety bond** to cover claims in the event they fail to meet their obligations; the loans are subject to approval by the **co-op board**; lenders cannot use the words “government-insured” or “public service announcement” in promotional materials; lenders must maintain a minimum of **\$10 million** in capital; the interest rate on the loans can be **fixed or variable**; and borrowers must undergo **counseling** before taking out such a loan.

Reverse mortgages, also known as **reverse apartment-unit loans**, funnel money to the borrower in one of four ways: a lump-sum payment; a line of credit; “term” monthly payments for a fixed number of months; or “tenure” monthly payments until the full loan is paid out. Reverse apartment-unit loans are available only to shareholders who use the apartment as their **primary residence**.

“I’m delighted that the governor has finally signed it,” Dinowitz says. “There are a lot of co-ops in my district. I live in a co-op, and I’m thrilled.”



Greenbelt

COMMUNITY FOUNDATION

December 20, 2021

Eldon Ralph
Greenbelt Homes Inc.
1 Hamilton Place
Greenbelt, MD 20770

Dear Eldon,

“One of our art students was somewhat disinterested in art class all year. Then we started our ceramics unit. All of a sudden, he was excited to come to class and work on his pottery. He was very good at the pottery wheel and would be at the pottery wheel supervising other students during class. He came after school and during lunch. He found a way to express himself in art. He made a giant pot and sculpted it to look like a skull. It looked amazing. He was proud to bring it home.”

– Christine A. Wilkins, ERHS Art Teacher from grant report.

This is one of the many stories on how your donation made a difference to someone in Greenbelt.

This grant to the Eleanor Roosevelt High School (ERHS) Art Department to purchase pottery wheels seems mundane at first. How do pottery wheels make such a difference? For this student it stimulated him to participate in class, develop his own interest and talent and encouraged him to become a leader helping other students. For the art department, it enabled them to start teaching pottery again, expand to teach ceramics and secure a resident ceramic artist the next year.

Here is another story of how your donation made helped work towards One Greenbelt where all three areas of Greenbelt are brought together.

“The Greenbelt Pumpkin Festival grew three-fold – from a single carving and walk in Greenbelt Center, to a multi-day event encompassing all of Greenbelt and highlighting the natural beauty of Schrom Hills and the Three Sisters Food Forest behind Springhill Lake Recreation Center. Over 2,000 members of the Greenbelt Community were able to enjoy this entirely free Festival by carving a pumpkin (some for the first time!) and/or taking a jack-o-lantern-lit walk through our stunning natural spaces. Furthermore, the pre-funding of this...meant that all donations were able to be put towards the next Festival. As a result, the Greenbelt Pumpkin Festival is well on its way to becoming a financially sustainable event. I cannot thank GCF enough for their support.”

– Amy Knesel, Volunteer Leader

Please consider leaving the Greenbelt Community Foundation a gift in your will

P.O. Box 234 • Greenbelt MD • 20768 • (240) 745-4641

info@greenbeltfoundation.org

These quotes are from the final reports that ERHS and The Pumpkin Festival submitted at the end of their grant year. Each organization must submit a final report when their program or project is completed. Organizations report on whether the outcomes were achieved and to give us a specific story on how an individual or the community benefited, like the two above.

Twice a year, more stories are being developed when the Foundation awards grants to new programs. Currently, there are seven programs still in the process of implementing their projects. This is a total of almost \$32,000.

Since 2006, because of your support, the Foundation has been able to give over \$270,000 to 82 programs and projects. Every one of these has made a difference for children, adults and the entire Greenbelt community year after year.

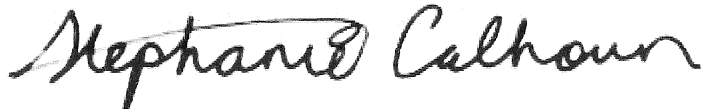
Each year, new donations are needed to fund the next cycle of grants to Greenbelt organizations. Often, more applications are received than can be funded. With your donation, more of our local organizations can serve more people, create new services needed in the community or pay for critical equipment.

Whatever you can give is greatly appreciated and makes a difference here in our beloved community.

The ERHS art student and the children and families participating in the expanded Greenbelt Pumpkin Festival thank you for your support. As do all those who were or are currently involved in a program that received a grant from the Foundation.

I thank you for all you do to ensure the Foundation continues to support vital services that are making a difference to all of us in Greenbelt.

With sincere appreciation,

A handwritten signature in cursive script that reads "Stephanie Calhoun". The signature is written in black ink and is positioned below the text "With sincere appreciation,".

Stephanie Calhoun, President

P.S. Your donation is needed to create many more success stories. You can truly make a difference to people living in our great town. Please give as generously as you can.



Greenbelt

COMMUNITY FOUNDATION

DONATION RESPONSE FORM

Eldon Ralph
Greenbelt Homes Inc.
1 Hamilton Place
Greenbelt, MD 20770

Thank you for your previous donation of \$300 on 3/26/2021.

Please consider increasing your gift this year.

Whatever you can give is greatly appreciated.

Enclosed is \$ _____

PAYMENT OPTIONS

Check

Please use the enclosed envelope to mail your check to P.O. Box 234, Greenbelt, MD, 20770 along with this form.

Online

Please go to greenbeltfoundation.org/donate.

Credit Card

Please complete the information below

Credit Card # _____

Expiration Date _____ / _____ CVS# _____

Signature _____

Your donation is completely tax deductible.

Thank you for all you do to keep the original vision of
Greenbelt alive and active every day.

GHI CONTRIBUTIONS POLICY

Article VIII, Section 8 of the bylaws authorizes the Board of Directors to use funds “not to exceed \$2,000 a year for civic and community purposes without prior membership approval.”

GHI recognizes its responsibility for conservation of corporation funds, however, as one of the largest organizations in Greenbelt, it has a civic responsibility to cooperate with other groups in the community and with other cooperatives regardless of location.

To apply for a contribution the organization will complete an application form, which will specify the amount requested, the purpose for which the funds will be used, and background information on the organization.

The criteria that must be met prior to the Board’s authorizing a contribution are as follows:

1. A majority of the board (minimum of 5 votes) must support the motion.
2. A request will not be acted on the same day it is received.
3. The requesting group must be a not-for-profit organization according to IRS standards and must meet at least one of the following criteria:
 - a. It is a cooperative
 - b. Will use the donation for a purpose that will improve the quality of life in Greenbelt
 - c. Will use the donation specifically for the benefit of person(s) living in GHI.

The Board is not required to give a donation to an organization even if it does meet the criteria. The Board should keep in mind that this money comes from members. Any contribution by GHI should reflect the support of the Cooperative.

Making a contribution to an organization for services rendered is not proper use of these funds. Each request should be evaluated on its own merits for the current year. Criteria must be met each year. Having been a previous recipient of a contribution does not necessarily mean future requests will result in contributions.

Official minutes must document the name of the requesting group, the purpose of the donation, the amount of the donation and specify that the donation is to come from the contribution line item of the GHI budget.

It is recommended that the Board distribute contributions twice a year, preferably in March and September. Emergency requests for contributions may be acted upon at other times.

Approved by the Board of Directors
December 2, 1999

Revised and Updated: 2/7/02

Greenbelt Homes, Inc.

Board Donation Schedule

DONATION	2016		2017		2018		2019		2020		2021	
	Amount	Board Minutes	Amount	Board Minutes	Amount	Board Minutes	Amount	Board Minutes	Amount	Board Minutes	Amount	Board Minutes
Academic Achievement (City of Greenbelt)												
Bike to Work (City of Greenbelt)												
CAI Maryland Legislative Action Committee											400	7-Oct
CDF- Katrina Fund/Disater Relief												
Christmas in April												
City of Greenbelt Emergency Relief Fund			875	2-Mar	800	4-Oct	200	5-Sep				
Co-op Communications Assn.												
Cooperative Action Fund												
Cooperative Development												
Cooperative Development - Race												
Cooperative Development Institute												
David Craig Memorial												
Friends of Greenbelt Museum												
Greenbelt Arts Center												
Greenbelt Community Foundation							300	25-Mar			300	18-Mar
Greenbelt Consumer Cooperative (Greenbelt Co-op)							700	25-Mar				
Greenbelt Labor Day Festival							250	18-Apr				
Greenbelt Little League												
Greenbelt Nursery School	125		125	2-Mar								
Greenbelt Online.Org							100	5-Sep				
Greenbelt Volunteer Fire Dept. (defibrilator)			400	21-Sep			250	16-May	250	17-Sep	250	16-Sep
Jaeger tract Acquistion												
NAHC Cooperative Action Fund												
NAHC Fire Recovery Fund												
NASCO Scholarship Fund												
National Coop Month Planning Committee												
National Tuberos Sclerous Association												
NEW Deal Cafe												
Old Greenbelt Theatre							200	5-Sep				
Red Cross- American National												
Red Cross- Prince Georges Co												
Western Shore Convernancy												
Young Cooperators												
Totals:	125		1,400		800		2,000		250		950	