RESOLUTION NO. 5

SERIES 2020

A RESOLUTION APPROVING A COMMUNITY SOLAR SUBSCRIPTION AGREEMENT WITH MOUNTAIN COMMUNITY SOLAR 1, LLC

WHEREAS, the Town of Breckenridge wishes to promote the public health and safety of its residents and visitors, including access to clean air, clean water, and a livable environment; and

WHEREAS, there is scientific consensus regarding the reality of climate change and the recognition that human activity, especially the combustion of fossil fuels that create greenhouse gases, is an important driver of climate change; and

WHEREAS, climate change is locally expected to shorten our ski season, make our forests more prone to drought and wildfire, reduce snowpacks and water supplies, and present a variety of other threats on a global scale that could harm our economy, safety, public health, and quality of life; and

WHEREAS, the Town of Breckenridge remains committed to its adopted goals to reduce energy consumption and increase renewable energy sources as outlined in the SustainableBreck Plan and Summit Community Climate Action Plan; and

WHEREAS, the transition to a low-carbon community reliant on the efficient use of renewable energy resources will provide a range of benefits including improved air quality, enhanced public health, increased national and energy security, local green jobs, and reduced reliance on finite resources; and

WHEREAS, the community's economy is based on its popularity as a tourism destination and the Town of Breckenridge has an opportunity to participate in local and state-level initiatives, demonstrating leadership by example; and

WHEREAS, the Town of Breckenridge's current stable economy is based on it being a highly-visited destination and we have an opportunity to broadly influence dialogue on climate change; and

WHEREAS, the Town of Breckenridge has already taken a variety of important actions to reduce greenhouse gas emissions and transition to renewable energy sources in our community, including installing some 1,500 kw of solar gardens and solar arrays on Town property, subscribing to community solar in Colorado, undertaking numerous energy efficiency upgrades in municipal facilities, and implementing several programs designed to increase energy efficiency and make renewables more accessible to Town residences and businesses; and

WHEREAS, the Town of Breckenridge desires to work in partnership with its utility provider Xcel Energy to move towards 100 percent renewable energy sources in the future; and

WHEREAS, "renewable energy" includes energy derived from wind, solar, geothermal, and other non-polluting sources that is not derived from fossil or nuclear fuel and does not adversely impact communities or the environment; and

WHEREAS, the public will continue to be provided opportunities and encouraged to participate in the process for planning and implementation of renewable energy initiatives; and

WHEREAS, a proposed Community Solar Subscription Agreement with Mountain Community Solar 1, LLC, a Colorado limited liability company, has been prepared, a copy of which is marked **Exhibit "A"**, attached hereto, and incorporated herein by reference; and

WHEREAS, the proposed Community Solar Subscription Agreement will provide 800 kilowatts of subscribed community solar power to come online in 2020; and

WHEREAS, the Town Council has reviewed the proposed Community Solar Subscription Agreement, and finds and determines that it should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO, as follows:

Section 1. The proposed Community Solar Subscription Agreement with Mountain Community Solar 1, LLC, a Colorado limited liability company ("**Exhibit "A"** hereto), is approved, and the

Town Manager is authorized to execute such agreement for and on behalf of the Town of Breckenridge.

Section 2. Minor changes to or amendments of the approved agreement may be made by the Town Manager if the Town Attorney certifies in writing that the proposed changes or amendments do not substantially affect the consideration to be received or paid by the Town pursuant to the approved agreement, or the essential elements of the approved agreement.

Section 3. This resolution is effective upon adoption.

RESOLUTION APPROVED AND ADOPTED this 25th day of February, 2020.

TOWN OF BRECKENRIDGE

By: _____
Eric S. Mamula, Mayor

ATTEST:

_____
Helen Cospolich, CMC,
Town Clerk

APPROVED IN FORM

_____ 2/25/20
Town Attorney Date

Solar Subscription Agreement with Mountain Community Solar 1

This agreement was only signed by the Town of Breckenridge and was not signed by Mountain Community Solar 1.

Mountain Community Solar 1 is now a bankrupt business and no longer available to sign the agreement.

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

This Community Solar Subscription Agreement (the "***Agreement***") is entered into as of 2-27, 2020 (the "***Effective Date***") and is by and between Mountain Community Solar 1, LLC, a Colorado limited liability company ("***Company***"), and **Town of Breckenridge, Colorado, a Colorado municipal corporation** ("***Customer***"). In this Agreement, Company and Customer are sometimes referred to individually as a "***Party***" and collectively as the "***Parties***."

RECITALS

WHEREAS, Company is in the business of financing, developing, owning, operating and maintaining solar electric generation facilities.

WHEREAS, Customer is a Colorado municipality, county, school district, special district or other political subdivision.

WHEREAS, Company has offered to provide to Customer under this Agreement a means of procuring low-cost electrical energy as utility cost-savings measures under C.R.S. 29-12.5-101 et seq.

WHEREAS, the Board (as defined below) has received the analysis and recommendations concerning such utility cost-savings measure from a person experienced in the design and implementation of utility cost-savings measure.

WHEREAS, Customer is an active electric account holder with the utility listed on Appendix A (the "***Utility***") serving the Utility Service Location (as defined below), and Customer desires to participate in the Solar Rewards Community Service Program (the "***Program***"), as further defined in Section 1 below.

WHEREAS, Company has constructed or intends to construct a Community Solar Garden (as defined in the Community Solar Garden Regulations (as defined below)) at the facility location set forth in Appendix A (the "***Facility***"). Company will interconnect the Facility with the Utility pursuant to the terms of the Tariff (as defined below), generator interconnection agreement, any other applicable tariff, or other agreements required to be executed with the Utility (collectively, the "***ICA***") pursuant to which Company or its Affiliate will deliver power generated at the Facility to the Utility. The Utility will provide Bill Credits (as defined below) to Customer as set forth in the Program and as directed by Company or its Affiliate.

WHEREAS, Customer wishes to subscribe to a portion of the electric generating capacity of the Facility (such portion, the "***Solar Interest***") during the Term (as defined below) in order to receive Bill Credits from the Utility, subject to the terms and conditions, and at the prices, set forth in this Agreement.

WHEREAS, the Board has found pursuant to C.R.S. 29-12.5-103 that the amount of money the Customer would spend on such utility cost-savings measure is not likely to exceed the amount of money the Customer would save in energy costs over the term of this Agreement.

WHEREAS, the Board has found that the obligations entered into by the Customer under this Agreement shall not cause the total outstanding indebtedness incurred by the Customer under C.R.S. 29-12.5-103 to exceed the applicable limit set forth in C.R.S. 29-12.5-103(2)(b).

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises, representations, warranties, covenants, conditions herein contained, and the appendices attached hereto, Company and Customer agree as follows:

1 DEFINITIONS

When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Article 1 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined in this Article 1 or elsewhere in this Agreement shall be given their common and ordinary meanings.

"***Affiliate***" means any person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or partnered with, or is under common control with the person or entity specified.

"***Applicable Legal Requirements***" means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party's rights and obligations hereunder, including, without limitation, the construction, operation, and ownership of the Facility, as well as the Bill Credits distributed pursuant to the Program.

"***Bill Credits***" means the Solar Rewards Community Service Credit (as defined under the Community Solar Garden Regulations) that is the monthly amount paid by the Utility to the Customer as a credit on the Customer's retail electric service bill to compensate the Customer for its beneficial share of photovoltaic energy produced by the Facility and delivered to the Utility as calculated pursuant to Section 3.3 which are based upon the Customer's Solar Output pursuant to the terms of this Agreement. The value of the Bill Credit will appear as a line-item credit, and offset charges, on Customer's Utility bill.

"***Bill Credit Payment***" means the monthly amount due from Customer to Company under this Agreement as calculated pursuant to Section 5.1.

"***Bill Credit Rate***" means the applicable rate for the Customer's class and subclass as determined under the rate schedule in the Tariff in effect at the time of energy generation (in $/kWh) as may be periodically revised by the Utility based upon variations in the Utility's retail rate from time to time.

"***Board***" means the governing body of the above referenced Customer.

"***Commercial Operations Date***" means the date on which the Facility (i) generates electric energy on a commercial basis, and (ii) is interconnected to the local electrical distribution system

and has been authorized by the Utility. Such date shall be specified by Company either in Appendix A, or by a separate notice provided to Customer pursuant to Section 2.2.

"***Commission***" means the Colorado Public Utilities Commission.

"***Community Solar Garden Regulations***" means the Colorado statute C.R.S § 40-2-127; Commission rules governing Community Solar Gardens (Commission Rule 3650-3668); Utility rules and regulations on file with the Commission, as each may be amended from time to time.

"***Customer's Capacity***" means the amount of capacity Customer has subscribed to under this Agreement expressed in terms of kW as set forth in Appendix A and shall be updated after the Commercial Operations Date. Customer's Capacity shall include the Initial Capacity plus any increases or decreases made by Company (Current Capacity), if any, pursuant to Section 3.1.

"***Customer's Solar Output***" means the portion of the Facility's production allocable to Customer as determined in accordance with Section 3.2.

"***Customer's Portion***" means the Customer's Capacity expressed as a percentage of the total nameplate capacity of the Facility. The Customer's Portion in this Agreement is set forth in Section 3.1.

"***Eligibility Period***" means the period commencing on the Eligibility Date (as defined below) through the termination of this Agreement.

"***Environmental Attributes***" means any credit, benefit, reduction, offset, financial incentive, and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) all environmental and renewable energy attributes and credits of any kind and nature resulting from or associated with the Facility, its production capacity and/or electricity generation, (ii) government financial incentives, (iii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iv) renewable energy credits, renewable generation attributes, or renewable energy certificates (each referred to as "***REC***s") or any similar certificates or credits under the laws of any jurisdiction, including, without limitation, solar RECs, and (v) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar energy generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the Facility, its production capacity and/or electricity generation. For the avoidance of doubt, the term Environmental Attributes does not include Bill Credits as defined pursuant to this Agreement.

"***Estimated Initial Annual Customer's Solar Output***" means the Customer's Solar Output estimated to occur during the twelve (12) month period following the Commercial Operations Date.

"***Facility Meter***" means Company's electric meter located at the Facility and used to measure the solar electricity generated at the Facility for purposes of determining the Bill Credit Payment, if the Utility Meter is unavailable.

"***Facility Solar Output***" means the amount of solar electricity generated during the Production Month at the Facility and delivered to the Utility Meter.

"***Fixed Bill Credit Rate***" means the applicable retail rate for the Customer's class and subclass as determined under the rate schedule in the Tariff in effect at the time of energy generation (in $/kWh) as may be periodically revised by the Utility based upon variations in the Utility's retail rate from time to time.

"***Force Majeure Event***" means any event or circumstance not within the reasonable control of Company which precludes Company from carrying out, in whole or in part, its obligations under this Agreement, including, without limitation, Acts of God, hurricanes or tornados, fires, epidemics, landslides, earthquakes, floods, other natural catastrophes, strikes, lock outs or other industrial disturbances. Notwithstanding the contrary, economic hardship or unavailability of funds shall not constitute a Force Majeure Event.

"***Governmental Authority***" means (i) any federal, state or local government, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, (ii) any independent system operator or regional transmission owner or operator, and (iii) any transmission or distribution entity providing net metering, distribution or transmission services to the Facility, including the Utility.

"***kW***" means kilowatt DC.

"***kWh***" means kilowatt hour AC.

"***Lender***" means the entity or person(s) directly or indirectly providing financing to Company in connection with the Facility.

"***Membership Information List***" means the form Company files with the Utility to inform the Utility of what percentage of the Facility Solar Output each customer is entitled to in the form of Bill Credits. Company shall update the Membership Information List from time to time as allowed under the Community Solar Garden Regulations and Tariff.

"***Production Month***" means a monthly period during which solar electricity is generated at the Facility and delivered to the Utility Meter.

"***Program***" means the Solar Rewards Community Service Program offered by the Utility pursuant to the Tariff, the Community Solar Garden Regulations, and requirements of the ICA which may at any time be applicable to a Party's rights and obligations hereunder, each as may be amended from time to time.

"***Replacement Customer***" means a customer of the Utility that is eligible to participate in the Program and is acceptable to Company in Company's sole discretion that takes over Customer's Capacity

"***Tariff***" means the Utility's Colorado PUC No. 8 Tariff, Schedule of Solar Rewards Community Servivce that is approved by the Commission and any other appropriate jurisdictional regulatory bodies, as may be amended from time to time.

"***Tax Incentives***" means any tax credits, incentives or depreciation allowances established under any federal or state law, including, without limitation, investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated, bonus or other depreciation).

"***Utility Meter***" means the Utility account meter located at the Facility and used by the Utility to measure the energy delivered by the Facility to the Utility.

"***Utility Service Location***" means the location at which Customer receives electrical service from the Utility. The Utility Service Location is specified in Appendix A hereto, and is subject to change in accordance with the terms and conditions of Section 7.

2 TERM

2.1 Term. The term of this Agreement (the "***Term***") shall commence on the Effective Date and terminate twenty (20) years from the Facility's Commercial Operations Date unless earlier terminated in accordance with this Agreement, in which case the Term shall expire on the effective date of such termination.

2.2 Initial Accrual of Bill Credits. Customer shall begin to accrue Bill Credits in accordance with the terms of this Agreement on the date by which all of the following shall have occurred (the "***Eligibility Date***"): (i) the Commercial Operations Date, (ii) the Facility has qualified as a Community Solar Garden, (iii) Customer has been added to the Membership Information List, and (iii) the Utility has accepted the Membership Information List with such Customer information included. If the Commercial Operations Date is not known by the Effective Date, Company will provide Customer with notice of the Commercial Operations Date once known. Appendix A will be updated after the Commercial Operations Date with the Commercial Operations Date, the Facility location, the Facility's total nameplate capacity, the Customer's Capacity, the Customer's Portion, and the Estimated Initial Annual Customer's Solar Output. Such updated Appendix A shall be added to this Agreement without the need for additional consent or signature of the Parties.

3 CUSTOMER'S SUBSCRIPTION

3.1 Capacity. Commencing on the Eligibility Date and continuing throughout the Eligibility Period, Customer shall subscribe to _____ % of the nameplate capacity of the Facility (the "***Customer's Portion***"). The initial Customer's Portion expressed in terms of kW capacity is referred to as the "***Initial Capacity.***" The Company shall update Appendix A with the exact Initial Capacity in kW within thirty (30) days of the Commercial Operations Date of the Facility. Company may increase or decrease the Customer's Capacity at any time by providing written notice and an updated Appendix A to Customer, if such increase does not violate the Program Limitation in Section 4.1 (the "***Current Capacity***"). Company may not decrease Customer's Capacity below the Initial Capacity unless otherwise pursuant the terms to this Agreement.

3.2 Determination of Solar Output. Customer acknowledges the measurement of Facility Solar Output shall be based upon readings at the Utility Meter. If readings from the Utility Meter are unavailable, the Company shall base the measurement of the Facility Solar Output from the Facility Meter. Each month during the Eligibility Period of this Agreement, for as long as the Customer is in compliance with the requirements of this Agreement, the Program and the Utility, the Utility will record the amount of solar electricity generated that month at the Facility and delivered to the Utility Meter (the "***Facility Solar Output***"). The Utility will then multiply the Facility Solar Output by Customer's Portion to arrive at the "Customer Solar Output" for that month in kWhs. The amount of solar electricity generated is measured in kilowatt hours AC or "kWh", and the month over which such solar electricity is measured is referred to herein as the "***Production Month***."

3.3 Calculation of Bill Credits. Bill Credits are calculated pursuant to the Program by the Utility and are based upon readings at the Utility Meter. Bill Credits are applied solely by the Utility based upon the terms and conditions of the Program. Company will provide the Utility with Customer's information so that the Utility can post the appropriate allocation of Bill Credits to Customer's Utility bill, pursuant to the allocations shown in the Membership Information List. Bill Credits to be applied on the Customer's Utility account are calculated as the Bill Credit Rate multiplied by the Customer's Solar Output based upon readings at the Utility Meter for the Production Month. Customer acknowledges and agrees that Company's sole obligation regarding payment of Bill Credits to Customer is to request and use commercially reasonable efforts to require Utility to deliver Bill Credits. The duration, terms and conditions of the Program, including the Bill Credit Rate used to determine Bill Credits, are subject to the sole and exclusive control of the Utility, and Company has not made any representations or warranties with respect to the expected duration of the Program or the amounts to be provided by the Utility as Bill Credits. Customer understands that (i) the Bill Credits received by Customer for a particular Production Month will be reflected on Customer's statement from the Utility as a monetary credit amount and not as an electricity quantity; and (ii) such Bill Credits will be reflected on Customer's monthly invoice according to the Utility's billing cycle, which may be approximately two (2) months after the Production Month in which the Bill Credits are generated by the Facility.

3.4 Title; Environmental Attributes and Tax Incentives Excluded. Customer shall not be entitled to any ownership interest in, and as between Customer and Company, Company shall have title to, the Facility and all solar panels. Customer acknowledges and agrees that Customer's Solar Interest does not include any Environmental Attributes or Tax Incentives associated with the Facility, and Customer shall not claim the Environmental Attributes or Tax Incentives associated with the Facility.

3.5 Taxes. Customer shall be responsible for any applicable sales, use, import, excise, value added, or other taxes or levies (other than Company's income taxes) associated with this Agreement.

4 ACKNOWLEDGMENTS REGARDING THE PROGRAM

4.1 Program Limitation. The Program imposes certain requirements on participation in the Program, which include the following: (i) Customer's Solar Output measured over twelve (12) months shall not exceed one-hundred twenty percent (120%) of Customer's electric energy consumption during the most recent twelve (12) month billing period, and (ii) Customer's Utility Service Location must be within the same service territory as the Utility (collectively, the "***Program Limitation***"). The Estimated Initial Annual Solar Output from the Customer's Capacity as set forth in Appendix A shall not exceed the Program Limitation. Customer's participation (or the participation of others at the same Utility Service Location) in other Utility programs relating to renewable energy payments, credits or rebates may further limit the Bill Credits or capacity which Customer can receive or which may be attributed to Customer in connection with this Agreement and the Program. The Utility is not obligated to provide Bill Credits to the extent Customer's Solar Output exceeds the Program Limitation. Company reserves the right to decrease the Customer's Capacity in order to maintain Customer's compliance with the Program Limitation. The Program Limitation set forth in this Section 4.1 is derived from the Program, and this Agreement will be deemed automatically amended to incorporate any changes to corresponding provisions in the Program.

4.2 Program Requirements. To participate in the Program, Customer must, in addition to other applicable requirements, (i) be and remain a current customer of record of the Utility for electric service throughout the Term, and (ii) be and remain in compliance with all requirements of this Agreement, the Program and the Utility throughout the Term.

4.3 Customer's Subscription Contingent on Allocation of Bill Credits by the Utility. Customer's subscription is contingent upon and subject to the Utility's acceptance and allocation of Bill Credits to Customer's Utility account. During the Term, (i) if for any reason the Utility refuses to allocate a portion or all of the Bill Credits to Customer's Utility account on a temporary basis, this Agreement shall remain in full force and effect, but Company shall promptly refund to Customer any amount paid to Company by Customer for such Bill Credits which the Utility refused to credit to Customer's Utility account, and (ii) if for any reason the Utility refuses to allocate the Bill Credits to Customer's Utility account on a permanent basis, either Party may terminate this Agreement by written notice to the other Party. Notwithstanding anything to the contrary, this Section 4.3 does not apply to the extent that the reason that the Utility refuses to allocate Bill Credits to Customer is a result of Customer failing to pay Customer's Utility bill.

4.4 Additional Requirements. From time to time during the Term, Company may request and Customer shall within ten (10) days of such request provide financial information reasonably requested by Company and/or its Lender in order to perform a financial analysis of Customer. If such information is not provided within such time, or if Company determines in Company's sole discretion that such information is

unsatisfactory, Company may terminate this Agreement upon written notice to Customer.

5 PAYMENT

5.1 Bill Credit Payment. The Bill Credit Payment for each month shall equal ninety-five percent (95%) of the Bill Credits attributable to Customer's Solar Output for the prior Production Month.

5.2 Invoice for Bill Credit Payment. After the Eligibility Date, Company will provide Customer with electronic notice of the Bill Credit Payment due from Customer on or about the 60th day after the end of the Production Month upon which such Bill Credit Payment is based (the "***Invoice***"). The Invoice shall be based on readings at the Utility Meter if available. In the event the Utility does not provide Utility Meter readings at all or on a timely basis, the Invoice shall be based on readings at the Facility Meter. Customer shall pay all invoiced amounts owed to Company by automatic electronic funds transfer via the Automated Clearing House ("***ACH***") wire transfer, from the Designated Payment Account (as defined in Appendix B) identified by Customer in Appendix B, or by any other approved electronic payment method. Customer shall execute the "Payment Authorization Form" attached as Appendix B and incorporated herein.

5.3 Records and Audits. Each Party shall keep, for a period of not less than three (3) years after the date of each Invoice, records sufficient to permit verification of the accuracy of billing statements, charges, computations and payments reflected on such Invoice. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to such Invoice during the other Party's normal business hours. Company shall, at Customer's request (such request to not occur more than once annually), provide documentation of the amount of electricity generated by the Facility during the Production Months covered by Customer's request and/or the calculation of the applicable Bill Credit Payment; provided that in connection with any such request Customer shall provide Company with Customer's Utility bills for the Production Months covered by Customer's request.

5.4 Dispute. Customer shall only be entitled to dispute an amount owed or paid by Customer within twelve (12) calendar months from the date of issuance of such Invoice. Upon resolution of the dispute, any required payment shall be made within seven (7) business days of such resolution. Any overpayments shall be returned by Company upon request or deducted from subsequent payments. If the Parties are unable to resolve a payment dispute under this Section 5.4, the Parties shall follow the procedure set forth in Section 14.6.

6 INTERACTION WITH THE UTILITY

6.1 Appointment of Company as Customer's Agent. Customer information includes, without limitation, Customer's name, address, Customer's Utility Service Location, the Utility account numbers and meter numbers associated with the Utility Service Location, the Customer's Solar Output, and other Customer information listed on Appendix A (collectively, the "***Customer Information***"). Company agrees to be, and Customer hereby appoints Company, as Customer's representative for submitting Customer Information to the Utility, with full power and authority to supply to the Utility such information as may be required by the Utility under the Program. In addition, Customer hereby authorizes the Utility to release to Company the consumption and other account information of Customer listed in Appendix A to help Company to carry out the terms of this Agreement and the Program, and shall execute any documents that either Company or the Utility may request to permit the release of such information.

6.2 Provision of Information to Utility and Disclosure Forms. Within ten (10) days of any request made from time to time, Customer shall provide to Company and/or the Utility all applications, documentation, and information required by Company or the Utility, as applicable, and otherwise to qualify Customer to participate in the Program. Customer shall sign any disclosure form provided by Company within ten (10) days. Company may terminate this Agreement if Customer fails to provide such signed disclosure form back to Company within such ten (10) days.

7 CHANGE OF CUSTOMER LOCATION; CAPACITY CHANGES

7.1 Change in Location.

7.1.1 Advance Notice. Customer shall provide Company with six (6) months advance notice of any change which may cause Customer to not be the Utility's customer at the Utility Service Location for any of the accounts listed on Appendix A.

7.1.2 New Eligible Location Within Utility Service Territory. If Customer shall cease to be Utility's customer at the Utility Service Location and within thirty (30) days thereof moves to a new location within the service territory of the Utility, Customer shall take all steps and provide all information required by the Utility under the Program to substitute Customer's new service location as the Utility Service Location under this Agreement, and this Agreement shall continue in effect. If such requirements are not met within such time or if the Utility Service Location or any new service location exceeds the Program Limitation or otherwise does not comply with the Utility's requirements, Customer's ability to participate in the Program may cease or be limited in accordance with Program requirements. Company may update Customer's Utility Service Location in Appendix A with the new address without the need for additional consent or signature of the Parties.

7.1.3 Other Termination of Utility Service. If Customer ceases to be a Utility customer for electric service at the Utility Service Location and Customer's new location is not eligible under the Program or capacity cannot be allocated

to another account if applicable, Company may terminate this Agreement in accordance with Section 10.3.

7.2 Decrease in Capacity. At any time during the Term, Company may decrease Customer's Capacity to keep Customer in compliance with the Program Limitation. Customer will be charged a downsize fee in the amount of $50.00 per kW of decrease in Customer's Capacity (the "***Downsize Fee***") to be paid to Company within thirty (30) days after Company's determination that Customer's Capacity must be decreased to keep Customer in compliance with the Program Limitation; provided that no Downsize Fee shall be assessed at the time of decreasing Customer's Capacity under any of the following circumstances: (a) downsizing of Customer's Capacity is based on inaccurate estimates for a new customer without historical usage, within the first six (6) months of the Term, (b), or (c) Customer has found a Replacement Customer for the decreased capacity. Within thirty (30) days of Company's determination that Customer's Capacity must be decreased to keep Customer in compliance with the Program Limitation, and (y) Company's receipt of payment of the Downsize Fee, if applicable, Company will take the necessary steps to reduce Customer's Capacity and provide Customer with electronic notice of the new Customer's Capacity and projected date for its commencement, which will take effect at the beginning of Customer's next billing period following Company's notice to Customer of the new Customer's Capacity and projected date for its commencement. The Parties agree and acknowledge that Company will have suffered damages on account of the decreasing capacity and that, in view of the difficulty in ascertaining the amount of such damages, the Downsize Fee constitutes reasonable compensation and liquidated damages to compensate Company on account thereof.

7.3 Transfer to a Replacement Customer. Customer may be permitted to transfer all or some of Customer's Capacity to a Replacement Customer as long as (i) such transfer is made in compliance with all terms and conditions of this Agreement and the Program; and (ii) Customer obtains Company's prior written consent, which consent may be withheld in Company's sole discretion. Without limiting the generality of the foregoing, Customer must have no outstanding obligations in connection with Customer's Utility account or payments dues under this Agreement, and the transferee of the Capacity must qualify for participation in the Program and comply with the Utility's requirements (including but not limited to the Program Limitation). As a condition of any such transfer, Customer and the proposed transferee shall provide the Company with all requested documentation and information related to the transfer, and confirmation of qualification by the Utility to participate in the Program. Upon receipt of such documents and information, the Company will prepare an agreement similar to this Agreement for execution by the Replacement Customer, except that the Term shall be only the remaining Term under this Agreement. Such transfer to an approved Replacement Customer may be subject to a reasonable fee. Upon execution of such new agreement, this Agreement will terminate if all Capacity is transferred. Customer acknowledges and agree that the Company has no obligation to assist Customer in

identifying or qualifying any potential Replacement Customer to whom Customer may transfer Customer's Capacity.

8 REPRESENTATIONS AND WARRANTIES; ACKNOWLEDGEMENTS; COVENANTS

8.1 Representations and Warranties. As of the Effective Date, each Party represents and warrants to the other Party as follows:

8.1.1 The Party is duly organized, validly existing, and in good standing under the laws of the state of its formation.

8.1.2 The Party has full legal capacity to enter into and perform this Agreement and that the information provided is true to the best of its knowledge and belief.

8.1.3 The execution of this Agreement has been duly authorized, and each person executing this Agreement on behalf of the Party has full authority to do so and to fully bind the Party.

8.1.4 The execution and delivery of this Agreement and the performance of the obligations hereunder will not violate any Applicable Legal Requirement, any order of any court or other agency of government, or any provision of any agreement or other instrument to which the Party is bound.

8.1.5 There is no litigation, arbitration, administrative proceeding, or bankruptcy proceeding pending or being contemplated by the Party, or to the Party's knowledge, threatened against the Party, that would materially and adversely affect the validity or enforceability of this Agreement or the Party's ability to carry out the Party's obligations hereunder.

9 OPERATIONS AND MAINTENANCE

9.1 Operations and Maintenance Services. Beginning on the Commercial Operations Date through the end of the Term, Company will operate the Facility, and provide customary maintenance services designed to keep the Facility in good working condition. Company will use qualified personnel to perform such services in accordance with industry standards and will pay such personnel reasonable compensation for performing such services.

10 TERMINATION

10.1 Termination of Program. In the event the Utility ceases to offer the Program or a comparable substitute, or in the event that there is a change in the Program such that Customer is no longer eligible to participate in the Program, then either Party may terminate this Agreement after the Utility ceases to provide Customer the Bill Credits.

10.2 Termination Based on Lease. If the lease where the Facility is located is terminated for any reason and not subsequently reinstated, this Agreement will terminate at such time without liability to either Party.

10.3 Event of Default; Termination for Default.

10.3.1 Customer Default. Each of the following events will constitute a default on the part of Customer (a "***Customer Default***"):

a) Customer fails to make any payment to Company when due pursuant to the terms of this Agreement and such failure continues for a period of ten (10) days after receipt of written notice thereof from Company.

b) Customer breaches any warranty or representation of Customer set forth in this Agreement or fails to perform any material obligation or covenant of this Agreement, and such breach or failure is not cured by Customer within thirty (30) days after Customer receives written notice of such breach or failure from Company.

c) Customer no longer has any accounts with the Utility within an eligible service territory.

d) Customer institutes or consents to any proceeding in bankruptcy pertaining to Customer or its property, or Customer fails to obtain the dismissal of any such proceeding within thirty days of filing; a receiver, trustee or similar official is appointed for Customer or substantially all of Customer's property or assets, or such property or assets become subject to attachment, execution or other judicial seizure; or Customer is adjudicated to be insolvent.

e) Customer attempts to claim any Environmental Attributes (including any RECs) or Tax Incentives in connection with the Facility or Customer's Solar Interest.

10.3.2 Company Default. Each of the following events will constitute a default on the part of Company (a "***Company Default***") provided there is no concurrent Customer Default:

a) Company breaches any warranty or representation of Company to Customer set forth in this Agreement, or fails to perform any material obligation of this Agreement, and such breach or failure is not cured by Company within thirty (30) days after Company receives written notice of such breach or failure from Customer, or, if such breach of failure is not capable of cure within such thirty (30) day period, then Company (i) fails to begin such cure within ten (10) days of such written notice or (ii) fails to complete the cure of such breach or failure with sixty (60) days of such written notice using diligent efforts.

10.3.3 Remedies. If a Customer Default occurs and is continuing after the expiration of the cure period applicable thereto, Company may terminate this Agreement for breach by written notice to Customer, and Customer shall be responsible for paying for all Bill Credits that the Utility continues to allocate to Customer until Company can fine a replacement customer, in Company's sole discretion. If a Company Default occurs and is continuing after the expiration of the cure period applicable thereto, Customer may terminate this Agreement by written notice to Company. Subject to the limitations set forth in this Agreement, each Party reserves and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each Party has a duty to mitigate damages that it may incur as a result of a Party's non-performance under this Agreement.

10.4 Force Majeure. If a Force Majeure event occurs, Company shall not be deemed to be in default during the Force Majeure event, provided that: (i) Company gives the Customer written notice within two (2) weeks describing the occurrence and the anticipated period of delay; (ii) no obligations of Company which were to be performed prior to the Force Majeure Event shall be excused; and (iii) Company shall use commercially reasonable efforts to remedy the Force Majeure Event. If any Force Majeure Event lasts longer than ninety (90) days, and Company determines in good faith that such Force Majeure Event substantially prevents, hinders or delays Company's performance of any of its obligations, then either Party may upon written notice terminate the Agreement without further liability, except that neither Party shall be relieved from any payment obligations arising under this Agreement prior to the Force Majeure Event.

10.5 Early Termination. Prior to the Commercial Operations Date, either Party may terminate this Agreement without penalty or any liability if Company has not achieved the Commercial Operations Date within eighteen (18) months after the Effective Date or the Facility fails to qualify as a Community Solar Garden in accordance with the Program and Customer has not been transferred to a different Facility in accordance with Section 12.2, provided that such eighteen-month period shall be extended on a day-for-day basis for any delay in achieving the Commercial Operations Date due to a Force Majeure Event or action or inaction on the part of Customer.

10.6 Effect of Termination. Upon termination of this Agreement for any reason, (i) Company shall remove Customer from the Membership Information List upon the next update to the Utility, and (ii) Company shall have no further obligation to request Utility to deliver and Customer shall have no further obligation to subscribe to any Bill Credits from the Utility; provided, however, that Customer shall pay Company for any Bill Credit Payments with respect to any Bill Credits that have or may continue to be allocated to Customer by the Utility until the Membership List can be changed with a replacement customer. In connection with the foregoing sentence, Customer and Company agree to execute any documents as may be reasonably required by the Utility.

11 LIMITATIONS OF LIABILITY

11.1 Limitation of Liability. LIABILITY OF EACH PARTY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, IN CONNECTION WITH THIS AGREEMENT. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

11.2 COMPANY DOES NOT REPRESENT OR WARRANT ANY MINIMUM PRODUCTION, SOLAR OUTPUT, OR BILL CREDIT AMOUNT. COMPANY DOES NOT SELL, TRANSMIT OR DISTRIBUTE SOLAR ELECTRICITY TO CUSTOMER UNDER THIS AGREEMENT. COMPANY DOES NOT PROVIDE CUSTOMER WITH OWNERSHIP OF, OR ANY INTEREST IN, ANY UTILITY INCENTIVES, TAX INCENTIVES, TAX ATTRIBUTES, ENVIRONMENTAL ATTRIBUTES, ENVIRONMENTAL INCENTIVES, OR RECS UNDER THIS AGREEMENT, ALL OF WHICH WILL BE OWNED BY COMPANY OR THE UTILITY AND USED BY COMPANY AS COMPANY MAY DETERMINE FROM TIME TO TIME. CUSTOMER UNDERSTANDS THAT COMPANY HAS NOT GUARANTEED OR MADE ANY REPRESENTATIONS OR WARRANTIES THAT THE OPERATION OF THE FACILITY WILL BE UNINTERRUPTED OR ERROR FREE. COMPANY DOES NOT REPRESENT OR WARRANT THAT ANY CHANGE TO STATE OR FEDERAL LAW OR CHANGES TO THE TARIFF OR THE PROGRAM WILL NOT ADVERSELY AFFECT CUSTOMER OR WILL NOT CAUSE CUSTOMER TO BE INELIGIBLE FOR THE PROGRAM.

12 ASSIGNMENT

12.1 Prior Written Consent. Customer may not assign this Agreement nor assign or transfer the Bill Credits without the prior written consent of Company, which consent may not be unreasonably conditioned, withheld or delayed. Company may assign this Agreement, or any of Company's rights, duties, or obligations under this Agreement, to another entity or individual, including any affiliate, whether by contract, change of control, operation of law, collateral assignment or otherwise, without Customer's prior written consent.

12.2 Transfer to an Affiliate Facility. Company, in Company's sole discretion, may from time to time transfer Customer to another Facility owned or managed by Company or its Affiliates, provided that Customer receives similar rights and benefits as hereunder. Company shall provide Customer with written notice of such transfer and shall provide an updated Appendix A with the new Facility information. Such updated Appendix A shall be deemed to be added to this Agreement and such transfer may be made without the need for additional consent or signature of the Parties.

13 AMENDMENT FOR FINANCING

13.1 Obligation to Modify this Agreement for Financing. If a Lender requires this Agreement to be modified, or if Company determines that this Agreement needs to be modified in order to finance, develop or operate the Facility, the Parties shall enter into negotiations to amend this Agreement to materially conform to such requirements and to the original intent of this Agreement in a timely manner. If the Parties, negotiating in good faith, cannot agree on such amendments within thirty (30) days of notice of the required Lender modifications, or if Company determines in good faith that this Agreement cannot be amended to allow the Facility to be financed, developed or operated in a commercially reasonable manner, then Company shall have the option, but not the obligation, to terminate this Agreement upon thirty (30) days prior written notice to Customer without further liability on the part of either Party, provided that Customer and Company shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

14 MISCELLANEOUS

14.1 Notices. All notices and other formal communications which a Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt, and shall be sent by any of the following methods: electronic notification; hand delivery; reputable overnight courier; or certified mail, return receipt requested, and shall be sent to the following addresses:

If to Company:
Mountain Community Solar 1, LLC
c/o Clean Energy Collective, LLC
363 Centennial Parkway, Suite 300
Louisville, CO 80027
Attn: Tom Sweeney

with a copy by email to Tom.Sweeney@easycleanenergy.com

If to Customer:
Town of Breckenridge
Town Hall
150 Ski Hill Road
PO Box 168
Breckenridge, CO 80424
Attn: Rick G. Holman

Either Party may change its address and contact person for the purposes of this Section 14.1 by giving notice thereof in the manner required herein.

14.2 Applicability of Open Records Act. The Parties acknowledge and agree (a) that Customer is required to comply with the Colorado Open Records Act, and (b) that the terms of this Agreement contain and constitute confidential and privileged market information and

trade secrets of Company, which if disclosed to Company's competitors could harm the Company. The Customer agrees to not disclose the terms hereof to any other entity or person, except as may be required under the Open Records Act or other requirements of law. Customer will advise Company of any request for the foregoing information under the Open Records Act.

14.3 Governmental Immunity. Customer and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to Customer and its officers, attorneys or employees, as applicable hereto.

14.4 Severability. Should any terms of this Agreement be declared void or unenforceable by a court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect for the parties as the original terms and the remainder of this Agreement will remain in full force and effect.

14.5 Service Contract. This Agreement is a service contract under Internal Revenue Code Section 7701(e), and its various subparts.

14.6 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Colorado without regard to principles of conflicts of law.

14.7 Dispute Resolution. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section 14.6 shall be the exclusive mechanism to resolve disputes arising under this Agreement.

14.7.1 Any dispute that arises under or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of formal negotiations between respective executive officers of each Party. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. The period for formal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties.

14.7.2 In the event that the Parties cannot timely resolve a dispute by negotiation, the sole venue for judicial enforcement shall be the district Courts of Colorado. Each Party hereby consents to the jurisdiction of such courts, and to service of process in the State of Colorado in respect of actions, suits or proceedings arising out of or in connection with this Agreement or the transactions contemplated by this Agreement.

14.7.3 Notwithstanding the foregoing, injunctive relief from any court may be sought without resorting to negotiation to prevent irreparable harm that would be caused by a breach of this Agreement.

14.7.4 EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

14.8 Entire Agreement. This Agreement, together with its appendices, exhibits contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

14.9 Press Releases. Customer authorizes Company and Company's Affiliates to use Customer's name and the nameplate capacity allocated to Customer hereunder for reporting purposes, such as official reporting to Governmental Authorities, the Utility, public utility commissions and similar organizations, and in marketing materials that Company or Company's Affiliates generate or distribute. Following written notice from Customer to opt out of Company's marketing program, Company shall no longer identify Customer by name in Company's marketing materials.

14.10 Compliance with Laws. Each Party shall comply with all Applicable Legal Requirements pertaining to it.

14.11 Customer Covenants.

14.11.1 Customer Information. The information set forth in Appendix A hereto is accurate, and Customer is a current customer of the Utility named in Appendix A at the Utility Service Location specified therein.

14.11.2 No Other Assignment or Authorization. Customer has not transferred, assigned or sold Customer's Capacity, Solar Interest, or Customer's Solar Output to any other person or entity, and will not do so during the Term, except as permitted under this Agreement. Customer has not provided any other person or entity any of the authority granted to Company under this Agreement and will not do so during the Term.

14.11.3 No Liens or Encumbrances. Customer has not granted or placed or allowed others to place any liens, security interests, or other encumbrances on the Customer's Capacity, Solar Interest, or Customer's Solar Output and will not do so during the Term.

14.11.4 Utility Bill. Customer shall promptly pay Customer's Utility bills by the date due thereof, and Customer understands that any failure to pay Customer's Utility bill on time may cause Customer to no longer be eligible to receive Bill Credits under this Agreement.

14.12 No Joint Venture. Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of each Party hereunder are individual and neither collective nor joint in nature.

14.13 Amendments; Binding Effect; Waiver. Except as otherwise permitted in this Agreement, this Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by each of the Parties to this Agreement or its respective successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns. No waiver of any provision of this Agreement will be binding unless executed in writing by the Party making the waiver. Neither receipt nor acceptance by a Party of any payment due herein, nor payment of same by a Party, shall be deemed to be a waiver of any default under this Agreement, or of any right or defense that a Party may be entitled to exercise hereunder.

14.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart.

14.15 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of this Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. No Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 14.14.

14.16 Estoppel. Customer agrees, at any time within ten (10) days of Company's written request, to execute, acknowledge and deliver to Company a written statement in form and content acceptable to Company stating whether the Agreement has been modified and is in full force and effect, whether Company is in default of said terms, and whether there exist any charges or set-offs against Company, and setting forth such other matters as Company or any Lender or potential lender may reasonably request.

14.17 Survival. The provisions of Sections 3.4, 3.5, 5.4, 5.5, 10, 11, 12, and 14 shall survive the expiration or earlier termination of this Agreement.

14.18 Third-Party Beneficiaries. A Lender is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

[*Signature page to follow.*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CUSTOMER

Town of Breckenridge

By: _____

Name: Rick G. Holman

Title: Town Manager

COMPANY

Mountain Community Solar 1, LLC

By: Clean Energy Collective, LLC

Its Manager

By: _____

Tom Sweeney, President of Renewable Assets

List of Appendices to Agreement

Appendix A: Customer and Facility Information

Appendix B: Payment Method Authorization

Appendix C: Payment Rate List

Appendix A

Customer and Facility Information

(This Appendix will be completed and an updated copy of this Appendix will be provided after the Commercial Operations Date of the Facility.)

Customer Name(s):	Town of Breckenridge
Customer Billing Address:	Town Hall 150 Ski Hill Road PO Box 168 Breckenridge, CO 80424
Email:	jessieb@townofbreckenridge.com
Telephone:	970-547-3110
Name of Utility:	Xcel Energy
Facility Name:	Mountain Community Solar 1, LLC
Facility Company Name:	Mountain Community Solar 1, LLC
Facility Location:	TBD
Facility Nameplate Capacity (kW):	TBD
Commercial Operations Date:	TBD

Customer Utility Service Location	Account Number	Meter Number	Initial Capacity (kW)	Current Capacity (kW)	Customer's Portion (%)	Estimated Initial Annual Customer's Solar Output (kWh)

Appendix B

PAYMENT METHOD AUTHORIZATION

Customer shall provide Company with information regarding a checking or savings account which Customer has with a bank or other financial institution, which information shall include the bank's or financial institution's name, the legal name of the account holder, the account number, and the routing number (collectively, the "***Designated Account Information***"), via Company's online customer portal (the "***Account Portal***"), within ten (10) days after Customer's receipt of the Account Portal link and password. The account for which the Designated Account Information is provided, and all successor accounts for which Customer provides Company with Designated Account Information, is referred to in this Agreement as the "***Designated Payment Account.***" Customer shall also provide via the Account Portal the information for a valid credit card, to be used only in the event the Designated Payment Account fails or is unable to be used for payment. At all times during the Term, Customer will maintain a Designated Payment Account in good standing with the bank or other financial institution holding such account so as to provide Company with timely and full payment by ACH withdrawal from the Designated Payment Account of each monthly Invoice as such monthly Invoice shall become due. Should a Designated Payment Account be closed or otherwise become unavailable for payment of the monthly Invoice on a timely basis, Customer will provide Company with a replacement Designated Payment Account information within five (5) business days via the Account Portal and provide Company with full payment of any amounts which are then due from Customer to Company. Notwithstanding any other provision of this Agreement, Company shall not, and shall not be obligated to, seek to have the Utility allocate Bill Credits to Customer until Customer has executed the Payment Method Authorization and provided the Designated Account Information.

The Designated Payment Account information to be provided via the Account Portal will be used for the automatic deduction of Customer's payments pursuant to this Agreement from the Designated Payment Account. Customer hereby authorizes Company, or Company's service provider, to debit the Designated Payment Account on behalf of Customer by ACH wire transfer, on a monthly basis, not sooner than thirty (30) days after Customer's receipt of the Invoice (the "***Payment Date***") for payment of regular Invoices issued by Company, and other amounts due, pursuant to the terms of this Agreement (collectively, the "***Payment***"). Customer further authorizes and consents to the use of electronic documents and authorizations in connection with ACH transactions pursuant to this Agreement.

Customer understands and agrees that if sufficient funds are not available from the Designated Payment Account or the Payment fails for any reason on the Payment Date, Company will charge Customer's credit card on file. Customer shall (i) reimburse Company for all penalties and fees incurred as a result of Customer's bank rejecting an ACH withdrawal as a result of unavailable funds or the Designated Payment Account not being properly configured for ACH transactions, (ii) pay an additional ten dollars ($10.00) as a late fee for each failed ACH transaction due to insufficient funds, and (iii) pay an alternate payment method fee of ten dollar ($10.00) for use of any payment method other than the Designated Payment Account (collectively, "***NSF Charges***"). Payment for NSF Charges will be initiated as a separate transaction from the Payment. Customer understands and agrees that no Payment will be considered "paid" until Company receives the funds in full, and that Company shall incur no liability as a result of withdrawal being dishonored

by the account holder's bank, or for any charges made to Customer by Customer's bank in connection with any ACH transaction.

Recurring Bill Credit Payments shall be drafted monthly, and Company shall provide Customer with notice of the Invoice ten (10) days prior to the Payment Date. Depending upon the timing of Payments made by Customer, Company may need to draft more than one month's Bill Credit Payment (including past due amounts) in order to bring the Payments due to a current status.

Customer understands and agrees that the authorizations provided hereby will remain in effect until Company receives a notification of termination in writing from Customer. Customer shall notify Company in writing of any changes in Customer's Designated Payment Account information or of termination of the authorizations at least fifteen (15) days prior to the beginning of the next month. Notice to Company hereunder shall be delivered to the following address:

Clean Energy Collective, LLC
363 Centennial Pkwy. Ste. 300
Louisville, CO 80027
Attn: Accounting

If the above noted Payment Dates fall on a weekend or holiday, Customer understands that the Payments may be executed on the next business day. For ACH debits of Customer's Designated Payment Account, Customer understands that because these are electronic transactions, these funds may be withdrawn from the account as soon as the above noted Payment Dates.

Customer acknowledges that the origination of ACH transactions to the Designated Payment Account must comply with provisions of U.S. law, and that Customer will not dispute these scheduled transactions with Customer's bank, so long as the transactions correspond to the terms indicated in this Appendix B.

Customer certifies that the Designated Payment Account is enabled for ACH transactions. Customer certifies that the Designated Payment Account may be charged or drawn by Customer or in the legal business name of Customer. Customer certifies that the individual designated below has been authorized by Customer to provide the Customer's Designated Account Information electronically via the Account Portal, and to enter into and authorize ACH transactions for and on behalf of Customer:

Name: Brian Waldes
Title: Director of Finance
Email: brianw@townofbreckenridge.com

Company will provide Customer with a link and password to the Account Portal within ten (10) days after the Effective Date hereof by delivery of the link to the email address listed above.

The individual completing this Payment Method Authorization certifies the information contained herein is complete, true and correct, to the best of his or her knowledge, and that he or she has the

authority to bind Customer and is authorized by Customer to enter into the terms and conditions set forth in this Payment Method Authorization for, and on behalf of, Customer.

CUSTOMER:

Town of Breckenridge

By: Rick L. Holman

Name: Rick Holman
Title: Town Manager