



EARTHWISE™ RESIDENTIAL SOLAR ELECTRIC PROGRAM PROGRAM AGREEMENT AND BILL OF SALE FOR ENVIRONMENTAL ATTRIBUTES AND ENVIRONMENTAL ATTRIBUTE REPORTING RIGHTS FOR LEASED SOLAR ELECTRIC SYSTEMS

This EarthWise™ Program Agreement and Bill of Sale for Residential Leased Solar Electric Systems (the "Agreement") is entered into by and between _____ ("Seller") and Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing pursuant to the laws of the State of Arizona ("SRP"). Seller and SRP are sometimes referred to individually as a "Party" and collectively as the "Parties". The Parties agree as follows:

Effective as of the date on which SRP places the solar electric generating facility (the "Generating Facility") in service (the "Effective Date"), Seller, in exchange for an incentive payment paid by SRP (the "Incentive") and other good and valuable consideration hereby sells, transfers and delivers to SRP all of its right, title, and interest in and to the Environmental Attributes and Environmental Attribute Reporting Rights (as defined below) associated with the generation of energy by the Generating Facility that will be leased to _____ [insert customer name] ("Customer") and initially located at _____ [insert installation address]. SRP will prorate the Incentive based on the length of the base term of the lease as it compares to the standard term in this Agreement of 20 years. The amount due to Seller under this Agreement will be paid after Seller complies with all of the requirements of this Agreement, the EarthWise™ Residential Solar Electric Program requirements and the Generating Facility passes an SRP interconnection test.

This Agreement transfers all of the Environmental Attributes and Environmental Attribute Reporting Rights produced by the Generating Facility for the initial term of the lease, commencing with the Effective Date (the "Transfer Period"). As used in this Agreement (i) "Environmental Attributes" means any and all fuel, emissions, air quality, or other environmental characteristics, including green energy tags, renewable energy credits, or certificates attributable to energy produced by the Generating Facility during the Transfer Period, and (ii) "Environmental Attributes Reporting Rights" means all rights to report ownership of the Environmental Attributes to any person or entity under Section 1605(b) of the Energy Policy Act of 1992, any successor or replacement statutes, or otherwise. SRP shall have no interest in any Environmental Attributes or Environmental Attribute Reporting Rights generated after the Transfer Period.

If the lease agreement for the Generating Facility is terminated for any reason or the Generating Facility is not maintained in service for the Transfer Period, then Seller shall reimburse SRP a prorated portion of the Incentive for non-delivery of Environmental Attributes and Environmental Attribute Reporting Rights. Seller shall notify SRP in writing within 30 days if the Generating Facility is removed or will not be kept operational. In the event of an assignment of the lease during the Transfer Period, the Generating Facility shall be deemed non-operational unless the assignee agrees, in writing, to be bound by the terms and conditions of this Agreement.

Seller shall be solely responsible for any tax liability imposed on Seller as a result of the payment of the Incentive.

Seller agrees that, if and to the extent that the Customer's account with SRP is past due, SRP may set-off against the Incentive due hereunder the full past due amount and any accrued interest and fees and remit only the balance, if any, to Seller. Seller further agrees that the balance paid to Seller hereunder shall constitute full payment of the Incentive by SRP.

Seller represents and warrants that its sale of the Environmental Attributes and Environmental Attribute Reporting Rights to SRP is and will be Seller's one and only sale of the Environmental Attributes and Environmental Attribute Reporting Rights with respect to the energy generated by the Generating Facility and no third party has claimed or can claim any interest in such Environmental Attributes or Environmental Attribute Reporting Rights.

At SRP's request, Seller shall execute and deliver such further instruments of transfer, and shall take or cause to be taken such other or further actions, as shall reasonably be requested for purposes of carrying out the sale of the Environmental Attributes and Environmental Attribute Reporting Rights.

Seller agrees to let SRP monitor the output of the Generating Facility. Seller agrees that SRP may use data from the Generating Facility in research activities and may publish and disseminate the data.

Seller shall be solely responsible for the design, installation, construction, operation and maintenance of the Generating Facility in accordance with all manufacturers' requirements, all applicable codes and laws, and the requirements of all governmental agencies having jurisdiction. SRP does not warrant or guarantee any amount of energy, energy savings, or product reliability.

Seller shall not assign this Agreement or its rights or obligations hereunder without the prior written consent of SRP, which consent shall not be unreasonably withheld.

This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Arizona, without regard to principles of conflicts of law. The Parties hereto waive their right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

With respect to the instigation or prosecution of any litigation arising out of or related to this Agreement, the Parties hereby consent to the exclusive jurisdiction of the Maricopa County, Arizona Superior Court.

No provisions of this Agreement may be waived except by an express written instrument executed by the Party to be charged with such waiver. No waiver by either Party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

"SELLER":

"SRP":

By: _____
Signature

By: _____
EarthWise™ Solar Energy Program Manager

Name: _____
Print Name

Name: _____ Karen B Collins _____

Title: _____
Print Title

Date: _____

Date: _____
Required

Address for Seller:

