



**Community Solar  
Bill Credit Purchase Agreement**

between

**Owner**

and

**Subscriber**

## COMMUNITY SOLAR

### BILL CREDIT PURCHASE AGREEMENT

This Community Solar Bill Credit Purchase Agreement (“Agreement”) is entered into and effective as of the last date signed by a Party (the “Effective Date”) by and between Harlem School Solar, LLC, a Delaware limited liability company (“Seller” or “Owner”), and Board of Education of Harlem Consolidated School District 122, an Illinois school district lawfully formed under the Illinois School Code, 105 ILCS 5/1 et seq. (“Buyer” or “Subscriber”), each a “Party” and, together, the “Parties.”

#### 1. DEFINITIONS.

1.1 Definitions. Each capitalized term used but not otherwise defined herein shall have the meaning set forth in Annex A attached hereto.

1.2 Interpretation. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words “include”, “includes”, and “including” mean include, includes, and including “without limitation” and “without limitation by specification.” The words “hereof”, “herein”, and “hereunder” and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to “Articles” and “Sections” refer to Articles and Sections of this Agreement.

#### 2. TERM, TERMINATION AND CHANGES TO RETAIL SERVICE ADDRESSES.

2.1 Term. The term (the “Term”) of the Agreement shall commence on the Effective Date and shall end twenty (20) years from the Commercial Operation Date unless earlier terminated pursuant to the provisions hereof.

2.2 Right to Terminate Prior to the Commercial Operation Date. Neither Seller nor its successors may enter into another community solar bill credit purchase agreement or equivalent agreement for the sale of Credits from the System with a different buyer for the Buyer’s Allocated Percentage before (a) the System reaches Commercial Operation, or (b) this Agreement has not been terminated in accordance with its terms. If the System is not substantially built and is unable to reach Commercial Operation due to any of the events or circumstances described in paragraphs (a),(b), (c), (d) and (e) below, Seller may in its sole discretion, and upon providing Buyer written notice in accordance with Section 14.12 (“Notices”) terminate the Agreement, in which case neither Party shall have any further liability to the other except for any liabilities that have accrued prior to such termination.

(a) Seller, in its sole discretion, determines that (i) prior to the commencement of the Installation Work, it will not construct the System or (ii) following the commencement of the Installation Work, there exist site conditions (including environmental conditions and ecological concerns such as presence of endangered wildlife species) at the Site or construction, access, or interconnection requirements that were not known as of the date of this Agreement and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

(b) There has been a material adverse change in the rights of Seller to construct the System on the Site, or the regulatory requirements or availability of solar incentives.

(c) Seller has not received reasonable evidence that interconnection services, the Program, Credits or Seller’s ability to generate and receive payments for RECs under the REC Contract for energy generated by the System, as applicable, will be available with respect to the System or energy generated by the System.

(d) There are easements, Site Restrictions, other liens or encumbrances, or other facts, circumstances or developments that would materially impair or prevent, or have a material adverse effect on, the installation,

operation, maintenance or removal of the System which may include, but is not limited to, Seller's ability to obtain all requisite permits.

(e) Seller is unable to obtain financing for the System on terms and conditions reasonably satisfactory to Seller.

2.3 Obligation to Modify Agreement Pursuant to Actions by Governmental Authority. Upon a Governmental Authority order, decision, or regulation implementation, or upon the administration or interpretation thereof by the Illinois Commerce Commission, the Utility, the IPA, or any other Governmental Authority that (i) materially restricts Seller's ability to deliver Credits to Buyer or to fulfill its other obligations under this Agreement, (ii) materially restricts Buyer's ability to receive Credits, (iii) disallows the System's qualification under laws, regulations or tariffs qualifying the System to generate Credits or the System's qualification under the Public Schools Category of the Program or (iv) materially restricts Seller's ability to deliver RECs or the Utility's ability to pay Seller for RECs under the REC Contract, as appropriate, the Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use commercially reasonable efforts to conform such amendment to restore the economic benefit to each Party and to do so in a timely fashion. If the Parties, negotiating in good faith, cannot agree concerning conforming to such actions, then either Party may terminate this Agreement. Notwithstanding anything to the contrary in this Agreement, the imposition of any non-bypassable charge(s) and/or utility rate designed to recover additional costs due to Buyer's purchase or receipt of the Credits, shall not trigger the obligation to amend this Agreement under this Section 2.3.

### 3. SYSTEM OPERATIONS.

3.1 Seller's Right to Assign. Upon Commercial Operation, Seller shall operate and maintain the System in accordance with the Tariff and, as necessary, repair the System at its sole cost and expense. Buyer will not have access to the System for any purpose. Buyer will have no ownership, possession right, or control of the System, and will have no rights or obligations with respect to the operation and maintenance of the System or any right, title or interest in or to the Generated Energy or any associated Environmental Attributes or Solar Incentives. This Agreement does not convey to Buyer any right, title or interest in or to any portion of any property (tangible or intangible, real or personal) underlying or comprising any portion of the System, nor does it convey to Seller any right, title, or interest in the real property upon which the System is located. Notwithstanding anything to the contrary herein, Seller shall have the sole right to update, amend or otherwise modify the System, Site Location and/or System Size listed in Schedule 1 from time to time, and to designate one or more substitute Systems which shall be used for purposes of generating and delivering the anticipated Credits.

3.2 Obligations of Parties. The Parties will work cooperatively and in good faith to meet all Program requirements under Applicable Law and the Tariff, including applicable interconnection, metering and Credit requirements. The Parties agree that commencing on the Commercial Operation Date Seller shall direct the Utility to deliver Credits to Buyer in accordance with the Program, in an amount equal to Buyer's Allocated Percentage of the Generated Energy. To deliver the Credits to Buyer, Seller shall direct the Utility to allocate the Credits purchased by Buyer under this Agreement to Buyer's Utility account associated with the Retail Service Address as set forth in Buyer's Account Information (as determined by a process established by the Utility pursuant to the Tariff or other similar rules adopted by the Utility). Buyer understands that the Credits delivered to Buyer in any particular month will be reflected on Buyer's account statement from the Utility as a monetary credit amount and not as an electricity quantity; and that such credit will be reflected on the Utility Statement according to the Utility's billing cycle, which may be up to approximately two (2) months after the System generates the Generated Energy associated with the Credits.

4. [RESERVED]

### 5. PRICE AND PAYMENT.

5.1 Consideration. In consideration for Buyer's right to receive Credits corresponding with Buyer's Allocated Percentage, Buyer shall pay Seller a monthly payment (the "Payment") for such Credits commencing on the Commercial Operation Date and continuing through the Term, equal to the product of (x) the Generated Energy

for the relevant month, (y) the kWh Rate, and (z) Buyer's Allocated Percentage. Buyer and Seller understand that the kWh Rate is a fixed percentage of the Credit Value and that, because the Credit Value will change from time to time, the kWh Rate will also change from time to time.

5.2 Invoices. Seller shall invoice Buyer on or before the last Business Day of each calendar month (each such date on which an invoice is issued by Seller to Buyer, an "Invoice Date") for the Payment in respect of Credits corresponding with Buyer's Allocated Percentage produced during the immediately preceding calendar month. Buyer's first invoice under this Agreement shall be for the first full calendar month after the Commercial Operation Date in which Credits corresponding with Buyer's Allocated Percentage of Generated Energy are issued. For the avoidance of doubt, Buyer shall (i) neither receive nor be entitled to any Credits associated with Generated Energy prior to the Commercial Operation Date, and (ii) have no obligation to make or any liability for Payments for Credits associated with Generated Energy prior to the Commercial Operation Date.

5.3 Time of Payment. Buyer shall pay all undisputed amounts due hereunder in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

5.4 Method of Payment. Buyer shall make all Payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Seller from time to time.

5.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Buyer shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. Payment of the disputed amount shall not be required until the dispute is resolved. Inadvertent overpayments, including as a result of a disputed invoice resolved in Buyer's favor, shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments.

5.6 Billing Adjustments Following Utility Billing Adjustments. Seller will attempt to correct any Utility allocation errors or billing errors and Buyer agrees to cooperate in a timely manner as needed.

## 6. GENERAL COVENANTS.

6.1 Seller's Covenants. Seller covenants and agrees to the following:

(a) Notice of Damage or Emergency. Seller shall promptly notify Buyer if it becomes aware of any significant damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System.

(b) Governmental Approvals. While providing the Installation Work and System Operations, Seller shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Seller and to enable Seller to perform such obligations.

(c) Interconnection Fees. Seller shall be responsible for all costs, fees, charges and obligations required to connect the System to the Utility distribution system ("Interconnection Obligations"), including any fees associated with system upgrades and operation and maintenance carrying charges, as provided in the interconnection procedures of the Utility ("Interconnection Procedures"). In no event shall Buyer be responsible for any Interconnection Obligations.

(d) Compliance with Tariff and Interconnection Procedures. Seller shall cause the System to be installed, maintained and operated in compliance with the Tariff and the Interconnection Procedures.

(e) Buyer's Account Information. Seller shall be responsible for providing Buyer's Account Information to the Utility, in accordance with the Tariff. Seller shall take care to preserve the privacy expectations of Buyer, including by not publicly disclosing Buyer's Account Information. Seller shall not disclose such information to third parties, other than to the Utility, Governmental Authorities in connection with the Program, or pursuant to

Section 13.2, unless Buyer has provided explicit informed consent or such disclosure is in accordance with the terms of Section 13.1 or compelled by Applicable Law.

(f) Communications. Seller shall designate a representative to be available to Buyer to address all operational matters under this Agreement. Seller shall use best efforts to respond to communications from Buyer within two Business Days after receiving Buyer communications.

(g) Insurance Coverage. In addition to the insurance requirements set forth in Exhibit B (if any), Seller shall maintain insurance coverage sufficient to repair, restore or rebuild the System in the event of significant damage or loss in the use of the System.

6.2 Buyer's Covenants. Buyer covenants and agrees as follows:

(a) Consents and Approvals. Buyer shall ensure that any authorizations required of Buyer under this Agreement are provided in a timely manner. To the extent that only Buyer is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Buyer shall cooperate with Seller to obtain such approvals, permits, rebates or other financial incentives.

(b) Buyer Information. Buyer shall promptly provide Seller with Buyer's Account Information and documentation as reasonably requested by Seller in order for Seller to comply with Program requirements and the terms of this Agreement, including without limitation any applicable disclosure and reporting obligations, and Buyer shall upon request provide copies of any relevant Utility communications to Seller. Without limiting the foregoing, Buyer agrees that it will, in good faith, execute any reasonably requested documentation required by any Governmental Authority, or the Utility, including the Illinois Shines Community Solar Standard Disclosure Form or the Illinois Solar For All Community Solar Standard Disclosure Form, if applicable, and any other documents or attestations required in connection with the State Program (including specifically the Public Schools category thereof).

(c) Buyer shall promptly fulfill all obligations under the Tariff required to obtain and authorize the System to interconnect and produce Credits under the Program, including, but not limited to, establishing a service connection with the Utility attributed to the Utility account number of the Buyer to which the generation from the System will be attributed.

(d) Buyer shall at all times comply with all requirements of the Program applicable to Buyer that are necessary to establish and maintain the System in the Public Schools category of the Program. Buyer shall not, through its acts or omissions, cause a suspension, termination, or revocation of the REC Contract or a default of Seller thereunder. Without limiting the foregoing, Buyer shall not have any right to reduce the Buyer's Allocated Percentage hereunder without the prior written consent of Seller.

## 7. REPRESENTATIONS & WARRANTIES.

7.1 Representations and Warranties of the Parties Relating to Agreement Validity. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the date of this Agreement that:

- (a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;
- (b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;
- (c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;
- (d) the Agreement constitutes its legal, valid and binding obligation 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;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein;

(f) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws; and

(g) no Bankruptcy Event has occurred and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in a Bankruptcy Event.

7.2 Specific Representations and Warranties of Buyer. Buyer represents and warrants to Seller as of the date of this Agreement that:

(a) Buyer is the sole party in interest agreeing to purchase Credits corresponding with Buyer's Allocated Percentage and is acquiring such Credits for its own account and not with a view to the resale or other distribution thereof, in whole or in part, and agrees that it will not transfer, sell or otherwise dispose of such Credits in any manner that will violate applicable securities law. Buyer is aware that this Agreement and the Credits corresponding with Buyer's Allocated Percentage have not been registered under the Securities Act or registered or qualified under the securities laws of the state in which Buyer resides or is located based in part upon the representations of Buyer contained herein;

(b) Buyer is not relying on Seller or any of its employees, members of its board of directors (or equivalent body) or officers, or this Agreement with respect to any financial or economic considerations related to Seller's decision to enter into this Agreement;

(c) Buyer is a retail electric service customer of the Utility and Buyer is authorized to execute on behalf of the Utility account associated with the Retail Service Address, and such Retail Service Address is within the same Utility's service territory as the System;

(d) Buyer is not an electric company, electric utility, generation company, aggregator, supplier, energy marketer, power marketer, power broker, energy broker or otherwise regulated under applicable law as a similar entity arranging the supply of energy or energy products for third parties;

(e) Buyer is Creditworthy;

(f) Buyer's Account Information as provided by Buyer to Seller is true, correct and complete;

(g) The Utility account associated with the Retail Service Address is eligible to qualify the System in the Public Schools category of the Program;

(h) Buyer has executed that certain Amended and Restated Solar Lease and Easement Agreement, by and between Buyer and Seller, dated as of [REDACTED] September 19th 2024 (the "Site Control Agreement"), and to Buyer's knowledge, no fact or circumstance exists that would comprise a breach or default or, with the giving of notice or the passage of time, would allow the Buyer to terminate such agreement for Seller's default thereunder.

7.3 Specific Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the date of this Agreement that:

(a) The System does not infringe on any third party's intellectual property; and

(b) (i) it has taken all required actions, if any, necessary to comply with the Public Utility Holding Company Act of 2005, as amended; and (ii) it is not an electric utility subject to the rate regulation by any Governmental Authority.

7.4 Exclusion of Warranties. OTHER THAN THOSE WARRANTIES AND GUARANTIES EXPRESSLY SET FORTH IN THE TERMS OF THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OR GUARANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, ORAL, WRITTEN OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. TAXES AND GOVERNMENTAL FEES. Seller shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. Seller shall not be obligated for any taxes payable by or assessed against Buyer based on or related to Buyer's overall income or revenues, or with respect to the Credits purchased by Buyer hereunder, as applicable. Buyer shall pay such taxes to Seller if they are added to the prices and stated as separate items on, and at the time of, the applicable Invoice. The foregoing notwithstanding, (i) Seller shall not invoice Buyer for taxes for which Buyer provides Seller with an appropriate exemption certificate, and (ii) Seller shall be responsible for any tax payment obligations as set forth in the parties' Solar Lease and Easement Agreement. Buyer shall have the right to require Seller to contest, at Buyer's expense, any taxes that Buyer deems improperly levied. Seller shall pay, and hold Buyer harmless from and against, any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of the delay or failure of Seller, for any reason, to pay any tax or file any return or information required by Law or by this Agreement to be paid or filed by Seller. Seller and any of its affiliates, as appropriate, receiving payments hereunder shall provide to Buyer a valid U.S. Internal Revenue Service ("IRS") Form W-8BEN, W-8BEN-E, W-8ECI, W-8EXP, W-8IMY, or W-9 (or any successor form prescribed by the IRS).

9. FORCE MAJEURE.

9.1 Definition. "Force Majeure" means an act or event that prevents a Party from performing its obligations in accordance with the Agreement, provided such act or event is unforeseeable, beyond the delayed Party's reasonable control, and not the result of the fault or negligence of such Party and such Party had been unable to overcome such act or event with the exercise of commercially reasonable efforts to resolve, including the expenditure of necessary reasonable sums. Subject to the preceding conditions, "Force Majeure" shall only include acts of God or the public enemy; war; hostilities; riots; terrorism; fires or explosions, floods, earthquakes, volcanic eruptions, tornados, hurricanes or other natural catastrophes; epidemic and/or pandemic, including "COVID-19"; or a Governmental Authority's actions or failure to act.

9.2 Excused Performance. Except as otherwise specifically provided in the Agreement, a Party shall not be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure; *provided* that such Party shall as soon as reasonably practical (i) notify the other Party in writing of the existence of the Force Majeure, (ii) exercise its commercially reasonable efforts necessary to minimize delay caused by such Force Majeure, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

9.3 Termination in Consequence of Force Majeure. If a Force Majeure shall have occurred that has affected Seller's performance of its obligations hereunder and that has continued for a continuous period of two hundred seventy (270) days or more, then Buyer shall be entitled to terminate the Agreement. Upon such termination for a Force Majeure, Buyer shall be responsible for making any and all payments up to the start of such Force Majeure event.

10. DEFAULT.

10.1 Seller Defaults and Buyer Remedies.

(a) Seller Defaults. The following events shall be defaults with respect to Seller (each, a "Seller Default"):

(i) Except as otherwise expressly permitted in this Agreement, Seller terminates this Agreement before the end of the Term;

(ii) Seller is in breach of any representation or warranty or fails to perform any material obligation as set forth in this Agreement (A) if such breach can be cured within thirty (30) days after Buyer's notice of such breach and Seller fails to so cure, or (B) Seller fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed;

(iii) A Bankruptcy Event occurs with respect to Seller; or

(iv) The Site Control Agreement is terminated as a result of or in connection with an event of default of Seller thereunder.

(b) Buyer's Remedies. If a Seller Default described in Section 10.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 11, Buyer may terminate this Agreement and exercise any other remedy it may have at law or equity or under this Agreement.

## 10.2 Buyer Defaults and Seller's Remedies.

(a) Buyer Default. The following events shall be defaults with respect to Buyer (each, a "Buyer Default"):

(i) Except as otherwise expressly permitted in this Agreement, Buyer terminates this Agreement before the end of the Term;

(ii) Buyer fails to make any payment when due in accordance with Section 5 and such nonpayment is not cured within thirty (30) days following delivery of Seller's notice to Buyer, in accordance with Section 14.12 ("Notices"), of such non-payment;

(iii) Buyer breaches any representation, warranty, covenant or any other material term of this Agreement or the Site Control Agreement and (A) if such breach can be cured within thirty (30) days after Seller's notice of such breach and Buyer fails to so cure, or (B) Buyer fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed;

(iv) A Bankruptcy Event occurs with respect to Buyer; or

(v) The Site Control Agreement is terminated as a result of or in connection with an event of default of Buyer or Lessor thereunder, or Buyer ceases activities at the location of the System or transfers such location to a third party, or as a result of changes in control of the site or operations of Buyer there is any impairment of value or qualification for RECs under the REC Contract.

(b) Seller's Remedies. If a Buyer Default has occurred and is continuing Seller may sell Credits attributable to Buyer's Allocated Percentage to persons other than Buyer, and recover from Buyer any loss in revenues including as a result from such sales and, in addition, may recover from Buyer any loss in revenues resulting from a violation, breach or termination of the REC Contract in connection with such Event of Default; and/or pursue other remedies available at law or in equity.

## 11. LIMITATIONS OF LIABILITY; INDEMNITY.

11.1 EXCEPT WITH RESPECT TO CLAIMS BASED ON THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT IS EITHER PARTY LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE DAMAGES, HOWEVER CAUSED, BASED ON ANY THEORY OF LIABILITY.

11.2 Seller shall indemnify, defend and hold harmless the Indemnitees, from and against any Loss, arising from, in connection with or resulting from third party claims relating to (a) the System, and Installation Work furnished by or on behalf of Seller, (b) Seller's gross negligence in connection with this Agreement or material uncured breach



of the terms hereof or (c) any Employment Claims; provided however, Buyer agrees to reimburse Seller the proportionate share of the Loss attributable to the acts or omissions of Buyer.

11.3 Limitation of Liability. Seller's liability under this Agreement shall be limited to the most recent cumulative eighteen (18) months of Payments made by Buyer to Seller hereunder, plus any available insurance proceeds; provided that for the first Contract Year, the Seller's liability shall be limited to an estimate of the Buyer's Payments for such first year assuming full output of the System.

## 12. ASSIGNMENT.

12.1 Assignment by Seller. Seller may assign this Agreement along with all of Seller's rights and obligations to any Affiliate or to a Qualified Third Party without prior notice, for any purpose, including in the event of an acquisition, corporate reorganization, merger or sale of substantially all of its assets to another entity, or assignment of this Agreement as collateral security in connection with any financing of the System (including pursuant to a tax equity transaction); provided that for assignments to Qualified Third Parties (other than Lenders), Seller shall provide Buyer with notice of such assignment together with information reasonably documenting that the assignee is financially stable, has experience in operating and maintaining solar systems comparable to the System, and can perform Seller's obligations hereunder. In the event that Seller identifies a Lender, then Buyer shall comply with the provisions set forth in Exhibit A to this Agreement. Any Lender shall be an intended third-party beneficiary of this Section 12.1. Seller shall notify Buyer of any assignment under this Section 12.1 within thirty (30) days following the date of the assignment.

12.2 Acknowledgment of Collateral Assignment. In the event that Seller identifies a Lender, then Buyer hereby:

(a) acknowledges and agrees to the collateral assignment by Seller to the Lender, of Seller's right, title and interest in, to and under the Agreement, as consented to under Section 12.1 of the Agreement;

(b) acknowledges and agrees that the Lender as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to Seller's interests in this Agreement;

(c) acknowledges and agrees that it has been advised that Seller has granted a first priority perfected security interest in the System to the Lender and that the Lender has relied upon the characterization of the System as personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing of the System; and

(d) agrees to execute a consent agreement or estoppel certificate in a form reasonably satisfactory to Buyer within five (5) Business Days after a request by Seller.

Any Lender shall be an intended third-party beneficiary of this Section 12.2.

12.3 Assignment by Buyer. Buyer shall not assign this Agreement or any interest herein without the prior written consent of Seller. Any purported assignment in contravention of this Section 12.3 shall be of no force and effect and null and void ab initio. No assignment will extend the Term of this Agreement.

## 13. CONFIDENTIALITY.

13.1 With respect to the Confidential Information of a Party, the other Party shall: (i) hold all such Confidential Information in confidence with the same degree of care with which it protects its own confidential and proprietary Confidential Information, but with no less than reasonably prudent care; (ii) restrict disclosure of such Confidential Information solely to its Affiliates, employees, contractors, and agents with a need to know such Confidential Information, advise such persons of their confidentiality obligations with respect thereto, and ensure that such persons are bound by obligations of confidentiality reasonably comparable to those imposed in this Agreement; and (iii) except as permitted or required under this Agreement, not use, sell, assign, lease, license, copy, distribute, or otherwise commercially exploit any such Confidential Information (or allow anyone else to do so) and ensure that any

copies bear the same notices or legends, if any, as the originals. Neither Party assigns, transfers, or grants to the other Party any right, title, license, interest, or permission in or to any or all Confidential Information of such Party, including any right to use the Confidential Information beyond the express rights assigned, transferred, or granted in this Section or elsewhere in the Agreement.

13.2 Neither Party shall have any obligation to the other with respect to Confidential Information that: (i) at the time of disclosure was already known to the Party free of any obligation to keep it confidential, as evidenced by the Party's written records prepared prior to such disclosure; (ii) is or becomes publicly known through no wrongful act of the Party; (iii) is lawfully received from a third party, free of any obligation to keep it confidential; (iv) is independently developed by the Party or a third party, as evidenced by the Party's written records and where such development occurred without any direct or indirect use of or access to such Confidential Information received from the other Party; or (v) the other Party consents in writing is free of restriction. A Party's confidentiality obligations with respect to any Confidential Information of the other Party shall remain in effect, including for a period of two (2) years after the expiration or termination of this Agreement, until it qualifies under one of the exceptions in this Subsection.

13.3 To the extent reasonably feasible, each Party shall clearly mark or otherwise identify Confidential Information as confidential; however, the failure to so mark or designate Confidential Information as confidential will not constitute a waiver of the confidentiality provisions where: (i) it is reasonably obvious under the circumstances that the Confidential Information is confidential, or (ii) the receiving Party's employees, contractors, or agents accessed or received the Confidential Information while on the disclosing Party's premises or while accessing the disclosing Party's systems, customers, operations, infrastructure, network, or facilities.

#### 14. MISCELLANEOUS.

14.1 Survival. Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations, including representations, warranties, remedies, or indemnities that, by their nature, should survive such cancellation, expiration, or termination, which obligations shall survive for the period of the applicable statute(s) of limitation.

14.2 Goodwill and Publicity. Seller shall not use Buyer's or its Affiliates' trademarks, service marks or logos, except pursuant to a separate written agreement duly executed between the Parties. In addition, Seller shall not, without Buyer's express prior written consent (a) use Buyer's or its Affiliates' names, (b) publicly disclose this Agreement or (c) use any language, pictures, videos, symbols, designs or other graphical representation which could in Buyer's reasonable judgment imply Buyer or its Affiliates' identities, or an endorsement by Buyer, its Affiliates or any of its or their employees in any communication of whatever nature. Seller shall refer to Buyer any questions from the media or third parties regarding the deliverables or Seller's relationship with Buyer and shall not discuss the deliverables or Seller's relationship with Buyer with the media or third parties. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use and to help ensure that Environmental Attributes will be certified by Green-e® or a similar organization, Buyer shall submit to Seller for approval any press releases or other public statements regarding the Agreement or the Credits and shall not submit for publication any such releases or statements without the prior written approval of Seller.

14.3 Entire Agreement. The Agreement (including the Annex, Exhibits and Schedules hereto) constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior contracts or agreements with respect to the subject matter hereof. There are no agreements, understandings, representations or warranties between the Parties other than those set forth herein and in the Agreement.

14.4 Amendments and Modification this Agreement may be amended, supplemented or modified only by a written instrument duly executed by each Party. In the event any provision of this Agreement would, in the reasonable judgment of Seller, be reasonably expected to result in Seller's non-compliance with any provision in the Tariff (as the same may be amended or revised from time to time), the Parties shall exercise commercially reasonable efforts to negotiate an amendment to this Agreement to conform the applicable provision(s) of this Agreement to the applicable provisions in the Tariff.

14.5 Industry Standards. Except as otherwise set forth herein, for the purpose of the Agreement the normal standards of performance within the solar photovoltaic power generation industry in the United States shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

14.6 No Waiver. Any provision of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other provision of this Agreement on any future occasion, and, unless otherwise set forth in this Agreement, no failure or delay on the part of any Party in exercising any rights, powers or remedies under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other right, power or remedy thereunder. Failure on the part of a Party to complain of any act of any Party or to declare any Party in default, irrespective of how long such failure continues, will not constitute a waiver by that Party of its rights with respect to that default. Subject to Section 11, all remedies, either under this Agreement or by law or in equity, shall be cumulative and not alternative.

14.7 Relationship of the Parties. Nothing contained in this Agreement will be construed as constituting a joint venture or partnership between the Parties. Neither Seller nor Buyer shall have any authority to enter into agreements of any kind on behalf of the other Party and shall not have the power or authority to bind or obligate the other Party in any manner to any third party. Seller and Buyer shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

14.8 Governing Law. This Agreement shall be governed by and construed in accordance with laws of the State of Illinois, without reference to choice of laws that would require the application of the law of another jurisdiction. All actions or proceedings arising in connection with this Agreement may be tried and litigated in the state or federal courts located in the Governing Law State. Each Party stipulates that the courts in the Governing Law State shall have *in personam* jurisdiction over each of them for the purpose of litigating any such dispute, controversy, or proceeding.

14.9 Severability. Subject to Section 14.4, if any provision contained herein is invalid, illegal or unenforceable in any respect under any Applicable Law or decision, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way. The Parties shall so far as practicable execute such additional documents in order to give effect to any provision hereof which is determined to be invalid, illegal or unenforceable.

14.10 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

14.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement. Signatures delivered by facsimile or portable document format (pdf) shall be deemed to be original signatures.

14.12 Notices. Any notice to be given hereunder shall be in writing and shall be delivered by hand (including by express courier against written receipt) or sent by registered prepaid first class mail, overnight courier or by facsimile copy to the persons or addresses specified below (or such other person or address as a Party may previously have notified the other Party in writing for that purpose). A notice shall be deemed to have been served when delivered by hand at that address or received by facsimile copy, or, if sent by registered prepaid first class mail or overnight courier as aforesaid, on the date delivered. In addition, either Party may provide notice or other formal communications under this Agreement by e-mail to the addresses below (and if more than one address is listed for a Party, then notice must be given to all addresses listed for such Party for notice to be effective) with such notice effective one (1) Business Day after sending (unless the sender receives an automatically-generated notice that such message was undeliverable, whereby such notice shall not be deemed effective). The names and addresses for the service of notices referred to herein are:

Buyer:

Board of Education of Harlem Consolidated School District 122

**Subscriber**

Seller:

Harlem School Solar, LLC

**Owner**

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the last day and year written below.

**Owner / Seller:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Subscriber / Buyer:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ANNEX A – DEFINITIONS

**DEFINITIONS.** In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

“**ABP**” means the Adjustable Block Program, as defined in Sections 1-75(c)(1)(K) and (L) of the Illinois Power Agency Act and further described in the Long-Term Renewable Energy as updated from time to time, including the documents and guidance released by the IPA or its designee.

“**Affiliate**” of a Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with the first Person. For purposes of this definition, “control” of a Person means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests) of such Person, whether by contract or otherwise.

“**Agreement**” means this Credit Purchase Agreement and this Annex, exhibits and schedules hereto.

“**Applicable Law**” means any laws, statutes, ordinances, regulations, rules, notice requirements, Governmental Approval requirements, court orders, treaties or other international agreements, agency guidelines, principles of law, including the common law, and orders of any Governmental Authority.

“**Bankruptcy Event**” means with respect to a Party, that either: (i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or (ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.

“**Billing Period**” means an applicable calendar month or, if different, the Utility’s billing period.

“**Business Day**” means any day other than a Saturday, Sunday or any other day on which banks in Illinois are authorized or obligated to close.

“**Buyer Default**” has the meaning set forth in Section 10.2(a).

“**Buyer’s Account Information**” means the Retail Service Address and Buyer’s account number associated with the Retail Service Address, as set forth in Schedule I.

“**Buyer’s Allocated Percentage**” means Buyer’s allocated portion, stated as a percentage, of the Generated Energy in a given month, as set forth in Schedule I.

“**Commercial Operation**” means that the System: (i) has been fully constructed in accordance with Applicable Law, (ii) is fully operational and generating electricity at full capacity on a commercial basis, (iii) has been interconnected to Utility’s electric distribution system, and (iv) has received all Government Approvals required to operate and generate electricity, receive all applicable Solar Incentives under the Program, including without limitation those

available under the Public Schools category of the Program, and generate and receive payment for RECs pursuant to the REC Contract.

“Commercial Operation Date” means the date on which the System achieves Commercial Operation, as notified in writing by Seller to Buyer within ten (10) Business Days after the Commercial Operation Date.

“Confidential Information” includes without limitation: (i) information concerning in any respect the business, products or services, business plans, methods, or strategies, financial information, advertising, promotional and marketing plans and strategies, customers, suppliers, employees, contractors and alliances, any proprietary, patented, licensed, copyrighted or trademarked information, technical information regarding the financing, design, operation and maintenance of the System, and/or technology and hardware and software systems (whether owned or under license) of Discloser or its Affiliates; and (ii) third party information that Discloser is obligated to keep confidential, whether disclosed prior to or after the date of the Agreement, whether such information is disclosed orally, in writing or electronically, and whether or not specifically marked or confirmed as “confidential” or “proprietary”.

“Contract Year” means a consecutive 12-month period commencing on the Commercial Operation Date.

“Credit” means the monetary value of the Generated Energy commensurate with Buyer’s Allocated Percentage, as calculated pursuant to the Tariff, and directed by Seller to be credited to Buyer by the Utility on its monthly invoice for electric service at the Retail Service Address, in accordance with the Tariff; and excluding, for the avoidance of doubt, any Solar Incentives or Environmental Attributes.

“Creditworthy” means, if a non-governmental entity, a long-term credit rating (corporate or long-term senior unsecured debt) of, or, if a governmental entity, a general obligation bond rating of (a) Baa3 or higher by Moody’s, (b) BBB- or higher by Fitch IBCA, or (c) BBB- or higher by Standard and Poor’s; or, for non-governmental entities not rated by Moody’s, Fitch IBCA, or Standard and Poor’s, an equivalent credit rating as determined by Seller through review of such non-governmental entity’s (x) most recent three (3) years of audited financial statements with notes, or, if such audited financial statements are not available, (y) Buyer’s most recent three (3) years of unaudited financials (prepared by an external accountant, if available) including income and cash flow statements, a balance sheet, and accompanying notes, if any, for each or (ii) annual reports to the extent reasonably acceptable to Seller.

“Credit Value” shall be calculated in accordance with the relevant Program rules and the applicable Tariff for the relevant Billing Period.

“Generated Energy” means, during any period of determination, the amount of photovoltaic energy generated by the System during such period, as determined pursuant to Applicable Law and the Tariff.

“Employment Claims” means any claims by any federal, state or local governmental agency or any of Seller’s current or former applicants, agents, employees or subcontractors, or agents or employees of Seller’s subcontractors arising out of the employment relationship with Seller, or otherwise with respect to performance under this Agreement, including claims, charges and actions arising under Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Age Discrimination in Employment Act, the Rehabilitation Act, the Americans with Disabilities Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Workers’ Compensation laws, the National Labor Relations Act and any other applicable Laws, each as amended, including any liability, cause of action, lawsuit, penalty, claim or demand, administrative proceeding in which Buyer or its Affiliates is named as or alleged to be an “employer” or “joint employer” with Seller.

“Environmental Attributes” means, without limitation, carbon trading credits, Renewable Energy Certificates or credits, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products.

“Force Majeure” has the meaning set forth in Section 9.1.

“Governing Law State” means the State of Illinois.

“Governmental Approval” means all applicable construction, land use, air quality, emissions control, environmental and other permits, licenses, and approvals from any Governmental Authority required under Applicable Law for construction, ownership, operation and maintenance of the System or for participation in the Program.

“Governmental Authority” means any (a) federal, national, provincial, state, regional, local, municipal or other government, governmental or public department, central bank, court, tribunal, arbitrator, commission, board, bureau or agency, (b) subdivision, agent, commission, board or authority of any of the foregoing, or (c) any regulatory authority, agency, commission or board of any federal, national, provincial, state, regional, municipal, local or other government, provided, however, that “Governmental Authority” shall not include Buyer or any unit of government having direct statutory authority over Buyer.

“Indemnitees” means Buyer and its affiliated governmental entities.

“Installation Work” means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Seller at the Site.

“Interconnection Obligations” has the meaning set forth in Section 6.1(c).

“Interconnection Procedures” has the meaning set forth in Section 6.1(c).

“Invoice Date” has the meaning set forth in Section 5.2.

“IPA” means the Illinois Power Agency, or any successor thereto.

“kWdc” means kilowatt direct current.

“kWac” means kilowatt alternating current.

“kWh” means kilowatt-hour, a measure of energy.

“kWh Rate” means ninety percent (90%) of the Credit Value for the Billing Period or other relevant period.

“Lender” means, any Person who has made or will make a loan to or otherwise provide financing to Seller (or an Affiliate of Seller) with respect to the System, including any equity investors.

“Loss” means all losses, liabilities, claims, injuries, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses sought by a third party (including all reasonable attorneys’ fees and other reasonable costs and expenses incurred in defending any such claims).

“Party” or “Parties” has the meaning set forth in the preamble.

“Payment” has the meaning set forth in Section 5.1.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Program” means, as applicable to the System, (i) The Adjustable Block Program, comprised of (1) applicable portions of Sections 1-75 of the Public Utilities Act, (2) the Illinois Power Agency Long-Term Renewable Resources Procurement Plan (as approved by the Illinois Commerce Commission), filed in accordance with the Illinois Power Agency Act (20 ILCS 3855 and the Illinois Public Utilities Act (220 ILCS 5) then currently in effect as related to the System, (3) the applicable Master Renewable Energy Credit Purchase and Sale Agreement for the System, and (4) applicable documentation, guidance, and program manuals or guidebooks issued by the Illinois Power Agency or its designee; and (ii) the tariffs issued pursuant to Section 16-107.5(l) of the Public Utilities Act (currently ComEd Rider POGCS and Ameren Rider NMCS), as amended and approved by the Illinois Commerce Commission from time to time or (iii) any other successor or similar program applicable to the System.



“Qualified Third Party” means a Person with at least 25 megawatts (MW) of community or distributed solar, or at least 400 MW of utility scale solar in operation.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, the Solar Incentives and the Credits.

“REC Contract” means the form contract entered into between the Seller and the Utility, dated [July 24, 2024], under and as prescribed by the ABP, pursuant to which Seller intends to exchange RECs generated by the System to the Utility for money, on the terms set forth therein.

“Retail Service Address” is the address at which Buyer receives retail electric service from the Utility, as set forth in Schedule 1.

“Seller” has the meaning set forth in the preamble.

“Seller Default” has the meaning set forth in Section 10.1(a).

“Seller’s Report” has the meaning set forth in Section 3.3(b).

“Site” means the physical location where the System is to be constructed.

“Site Restrictions” means those requirements or limitations related to the Site as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions.

“Solar Incentives” means any accelerated depreciation, installation or production-based incentives, investment tax credits and all other solar or renewable energy subsidies and incentives.

“System” means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in Schedule 1 that generates electricity.

“System Operations” means Seller’s operation, maintenance and repair of the System performed in accordance with the requirements herein.

“Tariff” means the Utility tariff for interconnection for distributed generation and compensation under the applicable Program together with any subsequent amendments and approvals thereto.

“Term” has the meaning set forth in Section 2.1.

“Utility” means the distribution company set forth on Schedule 1.

“Wdc” means Watts direct current

## EXHIBIT A

### Certain Agreements for the Benefit of the Financing Parties

1. Lender Conditions. In order to finance the development and operation of the System, Seller may borrow money from a Lender (as defined in the Agreement). Buyer acknowledges that Seller may finance the acquisition, development, installation, operation and maintenance of the System with financing or other accommodations from one or more financial institutions or Seller's Affiliates and that Seller's obligations to the Lender may be secured by, among other collateral, a pledge or collateral assignment of the Agreement and a first priority security interest in the System (collectively, the "Security Interest"). In order to facilitate the necessary financing, Buyer consents to Seller's granting to the Lender the Security Interest.

Buyer acknowledges and agrees that: (i) Buyer and all of Buyer's rights under the Agreement are and will be subject and subordinate to the Security Interest (and as later modified by any and all renewals, modifications, supplement, amendments, consolidations, replacements, substitutions, additions, and extensions); and (ii) no amendment or modifications of the Agreement is permitted without the Lender's written consent. At Seller's request, Buyer agrees to execute and deliver to Lender and Seller such acknowledgment and consent as may be required by Lender and in which Buyer acknowledges and confirms that the legal and beneficial ownership of the System remains in Seller, or its affiliate, and that the System is the property of Seller, or its affiliate.

2. Lender's Default Rights. If Seller defaults under the financing documents with the Lender, the following provisions apply:

- A. The Lender, through its Security Interest, will be entitled to exercise any of Seller's rights and remedies under the Agreement. The Lender will also be entitled to exercise all rights and remedies of secured parties generally with respect to the Agreement and the System.
- B. The Lender will have the right, but not the obligation, to pay all sums due from Seller under the Agreement and to perform any other act, duty, or obligation required of Seller, and to cure any default by Seller in the time and manner provided by the terms of the Agreement. Nothing requires the Lender to cure any default by Seller (a "Seller Default") under the Agreement, to perform any act, duty or obligation of Seller under the Agreement, unless the Lender has succeeded to Seller's rights under the Agreement, and Buyer hereby gives Lender the option to do so.
- C. If the Lender exercises its remedies under the Security Interest in the System, including any sale by the Lender, whether by judicial proceeding or under any power of sale, or any conveyance from Seller to Lender (or its assignee) in lieu of sale, the Lender will give Buyer notice of the transfer or assignment of the Agreement. If Lender exercises these remedies, it will not constitute a default under the Agreement, and will not require Buyer consent.
- D. Upon any rejection or other termination of the Agreement under any process undertaken with respect to Seller under the United States Bankruptcy Code, Buyer agrees to enter into a new agreement with Lender or its assignee under substantially the same terms as the Agreement if Lender so requests within ninety (90) days of the termination or rejection of the Agreement.

3. Lender's Right to Cure. Regardless of any contrary terms in the Agreement:

- A. Buyer will not terminate or suspend the Agreement unless Buyer has given Seller prior written notice of Buyer's intent to terminate or suspend the Agreement describing the event giving rise thereto, including any alleged Seller Default, and provide the Lender with the opportunity to cure any such Seller Default within sixty (60) days after such notice or any longer period provided for in the Agreement. If the Seller Default reasonably cannot be cured by the Lender within the period established under the Agreement, and the Lender

commences and continuously pursues the cure of such Seller Default within that period, the period for cure will be extended for a reasonable period of time under the circumstances, but not to exceed an additional thirty (30) days. Seller's and Buyer's respective obligations will otherwise remain in effect during the cure period.

- B. If the Lender or its lawful assignee (including any buyer or transferee) acquires title to or control of Seller's assets and within the applicable time period cures all defaults under the Agreement existing as of the date of such change in control in the manner required by the Agreement and which are capable of cure by a third party, then the Lender or such third party buyer or transferee will no longer be in default under the Agreement, and the Agreement will continue in full force and effect.
- C. At the request of Lender and/or its assignee, Buyer agrees to execute and deliver any document, instrument, or statement (but not including any payment) required by law or otherwise as reasonably requested by Lender or its assignee in order to create, perfect, continue, or terminate the security interest in favor of Lender in all assets of Seller, and to secure the obligations evidenced by the Security Interest.

**SCHEDULE 1**

**Description of System(s)**

**System Site Location, Capacity  
and Utility:**

Location: 6155 Swanson Rd, Roscoe, IL 61073  
Capacity: 4.5 MWac; 5.540 MWdc  
Utility: Commonwealth Edison Company (ComEd)

**Buyer's Allocated Percentage:**

30%

**Retail Service Address:**

Board of Education of Harlem Consolidated School District 122  
8605 N. 2nd St. Machesney Park, IL 61115

**SCHEDULE 2**

[Reserved].

