

**P.O. Box 340  
Muenster, TX 76252  
Phone: (940) 759-4791  
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## **ENERGY PURCHASE AGREEMENT**

June 28, 2010

This Energy Purchase Agreement (“Agreement”) is entered into between:

**New Energy Wind & Solar, LLC (“Seller”)**  
P. O. Box 340  
Muenster, Texas 76252

and

**Aledo ISD (“Buyer”)**  
1008 Bailey Ranch Road  
Aledo, TX 76008

Seller desires to sell to Buyer and Buyer desires to purchase from Seller, electrical energy produced from energy producing solar panels and related equipment (the “Solar Equipment”) to be installed by Seller on Buyer’s premises.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

- **Agreement**

Seller shall install the Solar Equipment on Buyer’s premises, and Buyer shall purchase from Seller the energy produced from such Solar Equipment.

**Hereafter referred to as Solar System Number     100    . Seller reserves the right to substitute similar quality solar panels at its discretion.**

**2. Term**

The term of this Agreement shall commence on the date (“Commencement Date”) when the Solar Equipment has been fully installed and is capable of producing energy and shall end five (5) years thereafter (“Termination Date”).

**3. Initial Shipping Installation**

Seller shall be responsible for shipping and installing the Solar Equipment.

**4. Monthly Fee**

A. Prior to the Commencement Date, a determination shall be made of Buyer's average monthly KWH purchase for the preceding twelve (12) month period, and then a determination shall be made of Buyer's average monthly electric billing (the "Prior Average Monthly Billing Amount"). During the first five (5) years of this Agreement, Buyer shall pay to Seller a monthly payment of 80% of the past cost, based on KWH used during this monthly period of time. Your KWH cost now is 11.9 cents per KWH, and your billing under our plan is 9.52 cents per KWH used.

B. Such billing shall begin thirty (30) days after Commencement Date, and continue on the same day of each month thereafter through and until the Termination Date at Seller's address shown herein or at such other place as Seller may designate from time to time. Any installment payment not made by the tenth (10<sup>th</sup>) day of the due date shall be considered overdue and, in addition to Seller's other remedies, Seller may levy a late payment charge equal to ten percent (10%) per annum on any overdue amount.

**5. Use**

Seller shall use the Solar Equipment in a careful and proper manner and shall comply with, and conform to, all national, state, municipal, police, and other laws, ordinances, and regulation in any way relating to the possession, use, or maintenance of the Solar Equipment.

**6. Repairs**

Seller, at its own cost and expense, shall keep the Solar Equipment in good repair, condition, and working order and shall furnish any and all parts, mechanisms, and devices required to keep the Solar Equipment in good mechanical working order.

**7. Loss and Damage**

A. Seller hereby assumes and shall bear the entire risk of loss and damage to the Solar Equipment from any and every cause whatsoever. No loss or damage to the Solar Equipment or any part thereof shall impair the obligation of Buyer under this Agreement (which shall continue in full force and effect through the term of the Agreement).

B. In the event of loss or damage of any kind whatever to the Solar Equipment, Seller shall,

(i) Place the same in good repair, condition, and working order; or

(ii) Replace the same with like equipment in good repair, condition, and

working order.

**8. Insurance**

Seller shall procure and continuously maintain and pay for:

A. All risk insurance against loss of, and damage to, the Solar Equipment for not less than the full replacement value of the Solar Equipment, and;

B. Combined public liability and property damage insurance.

**9. Taxes**

Seller shall keep the Solar Equipment free and clear of all levies, liens, and encumbrances. Buyer shall report and pay all property taxes, franchise or margin taxes and other taxes, fees, and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, federal, or local government or any agency, or department thereof, upon the Solar Equipment.

**10. Indemnity**

Buyer shall indemnify Seller against, and hold Seller harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from the Solar Equipment being located on Buyer's premises.

**11. Default**

If Buyer fails to pay any monthly fee or other amount herein provided within ten (10) days after the same is due and payable, or if Buyer fails to observe, keep, or perform any other provision of this Agreement required to be observed, kept, or performed by Buyer, Seller shall have the right to exercise any one or more of the following remedies:

A. Take possession of the Solar Equipment (without demand or notice) without any court order or other process of law. Buyer hereby waives any and all damages occasioned by such retaking of possession;

B. Terminate this Agreement; and/or

C. Pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action which Seller may take, Buyer shall be and remain liable for the full performance of all obligation on the part of the Buyer to be performed under this Agreement. All of Seller's remedies are cumulative and may be exercised concurrently or separately.

**12. Bankruptcy**

Neither this Agreement nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against Buyer, or if Buyer is adjudged insolvent, or if Buyer makes any assignment for the benefit of its creditors, or if a writ of attachment of execution is levied on the Solar Equipment and is not release or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which Buyer is a party with authority to take possession of control of the Solar Equipment, Seller shall have and may exercise any one or more of the remedies set forth in Section 12 hereof; and this Agreement shall, at the option of Seller, without notice immediately terminate and shall not be treated as an asset of Buyer.

**13. Ownership**

The Solar Equipment is, and shall at all times be and remain, the sole and exclusive property of Seller during the term of this Agreement; and Buyer shall have no right, title, or interest therein or thereto except as expressly set forth in this Agreement.

**14. Entire Agreement**

This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered, or changed except by a further writing signed by the parties hereto.

**15. Notices**

Service of all notices under this Agreement will be sufficient if given personally or mailed certified, return receipt requested, postage prepaid, to the address set forth at the beginning of this Agreement (or to such address as such party may provide in writing from time to time).

**16. Assignment**

Buyer may not assign this Agreement or any interest herein without the prior written consent of Seller.

**17. Governing Law**

This Agreement shall be construed and enforced according to laws of the State of Texas.

**18. Headings**

Headings used in this Agreement are provided for convenience only and are not to be used to construe meaning or intent.

**19. Representations**

Buyer represents and warrants to Seller that Buyer is fully authorized to enter into this Agreement, that the person signing below on behalf of Buyer has full authorization to do so, and that such authorization is represented by written resolutions (or similar appropriate documentation of Buyer). Buyer further represents and warrants that the installation and operation of the Solar Equipment on Buyer's premises will be fully in compliance with all rules and regulations of all municipal and other authorities and will not violate the terms of any contracts or agreements which Buyer may have with other parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SELLER:**

**New Energy Wind & Solar, LLC**

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

**Jerry P. Vaughan, President**

**P.O. Box 340**

**Muenster, Texas 76252-0340**

**BUYER:**

**Aledo ISD**

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

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

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

**1008 Bailey Ranch Road  
Aledo, TX 76008**