



## LEASE AGREEMENT - GENERAL TERMS AND CONDITIONS

This Lease Agreement (the "Agreement") is between the Customer and Ambisystems Gulf Coast III, LLC (hereinafter "Provider"):

### The General Terms and Conditions are as follows:

#### 1. System Components Included in Lease Agreement

The photovoltaic system components ("System") that have been or will be provided to the Customer as part of this Agreement include, but are not limited to, any number of alternating current ("AC") and or direct current ("DC") PV panels and or AC PV pods, corresponding electrical wiring, electrical and mechanical connections, an exchange point, and a distributed generation ("DG") interconnect device. The exact components required for each Customer vary and, therefore, are specifically engineered for the unique needs of the Customer; the components are in a "Component List of the System Design Document" that is attached to this Agreement as an exhibit. The stipulated equipment value of the System components is subject to the exact components associated with a Customer's System, and the then-applicable Residential Retail List Price for each component as defined by Provider on the Commission Date specified in the Component List of the System Design Document.

Proof of delivery and return will be provided by both parties through execution of a Delivery Receipt. If additional equipment is selected by the Customer, monthly lease payments will be adjusted accordingly.

##### 1.1. Change in System Components

In the operation and maintenance of the System components, it may be determined that certain components must be repaired, refurbished, or replaced. The change of components for the purposes of repairing, refurbishing, or replacing will not have an effect on the Terms and Conditions of this Agreement. Any replacement components will reflect in the Component List. From time to time, Provider may determine that the number of components necessary should be increased or decreased to more closely match the Customer's demand. In this instance, the Component List will be updated. Customer's monthly lease payments will be adjusted accordingly (see section 7.1). Customer reserves the right to refuse any such change.

#### 2. System Services Included in Lease Agreement

##### 2.1. Engineering, Procurement, and Construction

Provider's contracted Managing Installer will engineer, procure necessary components and permissions, and construct a System system that meets no more than the approximate annual electrical usage requirements and that meets the Customer's approval, provided that (i) Customer is present and available for the initial Site Review; (ii) the Contract Address for the System meets all suitability requirements to substantiate good performance conditions for the System; (iii) Customer approves of the engineering design of the System; (iv) all licenses, permits, and permissions are obtained; (v) Customer makes the Contract Address accessible for the construction of the System; and (vi) the Customer, again, is present and available for the final inspection and commissioning of the System.

Managing Installer shall be responsible for obtaining any license, permit or permission from any governmental or regulatory agency which may be necessary for or imposed upon the operation of the System on behalf of the Customer. This does not preclude the Customer, however, from assisting the Managing Installer in whatever manner necessary to ensure that such license, permit or permission is obtained. Such licenses, permits and per-

missions include, but are not limited to, building permits, utility interconnection agreements, mortgage letters of acknowledgment, and UCC security interests. Should Managing Installer be unsuccessful in obtaining all pre-requisite licenses, permissions, agreements and/or acknowledgments, this Agreement will be invalid.

##### 2.2. Operating and Maintenance

Provider's contracted Managing Installer will commission the System upon final inspection. Once commissioned, Provider will monitor the operation of the System. Performance monitored and data stored will relate to the condition of the components, the power generated by the PV panels, the power distributed to the utility, and the time in which the transfer of energy occurred. This data will be reported to the Provider on a daily basis and utilized to analyze the condition and performance of the System. Data will then be used to perform maintenance, reporting, and billing services.

Unless another reporting service is provided by the Provider, System data is transmitted via the telephone line or the Internet. During the short transmission period, Customer may not be able to use the line for other purposes. The System must always be directly connected to a land-based telephone line or the internet to perform reporting duties. If it is not so connected, or if the line is not performing according to Provider's requirements, Provider may suspend Service and take action to recover the System.

Provider's contracted Managing Installer will be the exclusive source to maintain the System and will maintain the System in operational condition. Customer will make the Contract Address accessible and the System available to Managing Installer for maintenance and inspection during the Term of this Agreement at any reasonable time. In the event that the System components are beyond repair in the field, Provider will pay all costs for shipment to the designated repair center and shall be liable for any loss or damage during transportation. Managing Installer will replace components with functioning equivalents during the period of repair. Upon repair, Provider has the option to (i) return the components to the Customer and shall be liable for any loss or damage during transportation, and (ii) retain the original components and update the Component List. Such maintenance will be provided without charge to Customer for malfunctions and failures due to manufacturing defects and normal wear and tear. Maintenance required for other malfunctions and failure or damage such as caused by abuse, accident, or improper operation is covered under Section 5.2.

Malfunction or failure of operation covered by this section will result in the reduction of Customer monthly payments as covered in Section 3. In no event will Provider be liable for any loss of profits, indirect, consequential or other damages resulting from any failure of the System. If Provider's performance of any obligation hereunder is delayed due to reasons beyond Provider's reasonable control, the time for performance of such obligation will be postponed for a period equal to the number of days of such delay. In no event will Provider be liable for any damages resulting from any delay in the delivery of any component or any delay in the performance of any maintenance.

The Customer will exercise due care in the use and operation of the System and such use and operation shall be only according to written instructions provided by Provider. Customer will not use or operate the System in any illegal manner or for any illegal purpose nor in violation of any law, ordinance or regulation. The Customer will not open the System electronics enclosure housing, alter or repair or permit the alteration or repair of the System, remove or relocate or permit the removal or relocation of the System, or make any attachments thereto, without the prior written approval of Provider.

### 2.3. Reporting

Provider will report to Customer the condition and performance of the System. Reporting will be conducted on a daily basis and distributed to the Customer via the System Customer website, also known as the Customer Area. In addition, monthly reports will be made available along with the Customer's statements, and an annual report will be made available on every Anniversary of the Agreement Date. Monthly and annual reports will be stored for three years and can be found in the Customer Area as well.

### 2.4. Temporary Removal and Relocation

Provider will temporarily remove the System at the request of the Customer one time during the term of the Customer's Agreement for the purpose of roof repairs or relocation of the System, subject to the charges and conditions stated in Section 7.4. Customer also understands that a request for Temporary Removal or Relocation must be submitted at least 30 days prior to the service being performed.

### 2.5. Decommissioning

Upon termination of this Agreement, Provider will decommission the System by recovering its components, with the exception of all flashing and lag-bolts, that will remain in place to preserve weather-tight and water-proof roof conditions. Once the decommissioning is complete, Provider is no longer responsible for the remaining hardware. If Customer wishes to remove, paint, or otherwise change such hardware, Customer assumes all related risks and expenses. Provider is not responsible for damages or general wear and tear to the house or surrounding structures and fixtures that was not caused by the System or the decommissioning thereof.

### 2.6. Changes in Service

Many changing considerations affect the availability, cost and quality of service, and customer demand for it. Accordingly, Provider must reserve the unrestricted right to change, rearrange, add or delete Services, the selections in those Services, and any other Service that Provider offers, at any time. Provider will endeavor to notify Customer of any change that is within its reasonable control and its effective date. In most cases, this notice will be about one month in advance. Subject to the terms in section 7.5.1, Customers always have the right to cancel their Service, in whole or in part. If Customer cancels Service because of a change in the Agreement by Provider that adversely affects the Customer, Provider will continue providing service until the end of the month at which point the System will be removed at no cost to the Customer. However, if the Customer is uncooperative with the recovery of the System, other charges will be billed to the Customer which may include fees described in section 7.5.3. If Customer does not cancel within 30 days of notification of Changes in Service, the continued receipt of Provider's Service will constitute acceptance of the revised Agreement terms. Customer may request a reduction in the System size, as long as the total system size does not become less than 2KWp. This reduction will be provided to the Customer at a cost of 10 cents per Watt of reduction, and is subject to the terms in section 7.5.1. Customer can also request an increase in the System size. Increases in System size are provided at no charge. Customer monthly lease payments will be adjusted to reflect the new size of the System.

## 3. Warranty and Performance Guarantee

### 3.1. System Guarantees

Provider warrants that each item of equipment will be suitable for normal operation and use at the time of delivery. Provider guarantees that the System will provide the customer with the ability to provide a portion of its energy annually, as spelled out in Section 3.2 below. Provider guarantees the System's operation under two separate guarantees spelled out in sections 3.1.1 and 3.1.2. Provider also offers an optional form of insurance, described in Section 3.2.

#### 3.1.1. System Failure Guarantee

If the System malfunctions, or if a component of the System fails, causing the System to cease operating for a period of time, Provider will provide maintenance in accordance with Section 2.2 and Provider will extend the Term of the Agreement for the total number of days that the system was not in operation. A per diem amount will be subtracted from the monthly lease payments until the system is restored. The daily amount subtracted is equal to 1/365 of Customer's total annual lease payments.

#### 3.1.2. System Capacity Guarantee

PV system performance declines over time. All Systems are guaranteed to perform at their Adjusted Capacity defined as the warranted Nameplate Capacity (in Wp) adjusted by PVWatts™ Testing Conditions ("PTC"), climatic conditions, and system degradation. Provider's monitoring systems will read the System capacity on a daily basis. If throughout the year the System's maximum recorded capacity is lower than the Adjusted Capacity indicated on the System Design Document, Provider will provide credit toward Customer's future lease payments proportional to the decrease in capacity. Credits will be provided to Customer on the anniversary of each contract year.

#### 3.1.3. General System Performance

The System generates electricity by converting sunlight into electricity, so the System cannot be expected to generate electricity when the sun is not available, or if there are climatic conditions such as cloud or dust coverage that interfere with solar irradiance, or if local objects fall on top of or shade the array. In addition, soil build up may also degrade the System's ability to generate electricity somewhat.

The System is typically interconnected with the local load serving entity, so Provider cannot guarantee System operation when there is a grid failure. The anti-islanding features of the System ensure the safety and wellbeing of line crews that may be repairing a portion of the grid that caused such grid failure. If the System is engineered to operate independently of the grid, such as in a grid paralleled or grid separated design, Provider does guarantee that the System will continue to operate when there is a grid failure. Provider cannot guarantee System operation where damage or loss has been caused by Nature or a natural disaster. Provider will guarantee that maintenance will be provided as soon as possible to restore the System to its original operating condition. The speed at which Provider restores such System depends upon the size and scope of the natural disaster, and the resources available to the Provider to respond to the disaster. In the event of a natural disaster, Customer's monthly lease payments will be suspended until the System is restored.

Provider cannot guarantee System operation where theft, or deliberate damage, tampering or interference has occurred. Provider will work to restore the System to operating condition as quickly as possible at no charge to the Customer, unless it is found that Customer has caused or has enlisted someone to cause deliberate damage, tampering, or interference of the System, or is found to be involved in the theft of the System in whole or in part. The liability of the Customer in such instances is detailed further in Section 5.2.

**PROVIDER CANNOT PROMISE UNINTERRUPTED OR ERROR-FREE OPERATION OF THE SYSTEM AND DOESN'T AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON ITS BEHALF.**

#### 3.2. Annual System Output

Provider guarantees that the System will function as designed. The System's annual performance indicated on the System Design Document does not constitute a guarantee of performance, and is expected to account for the System's operation within normal range of annual variation.

### (3.2.1 Solar Radiance Insurance – when available)

System performance will vary according to the solar conditions in Customer's location. System systems have been designed to provide the stated level of performance under Provider's calculation of the average solar conditions in Customer's locale. Although it is very unlikely, it is possible that the solar radiance for the year could be less than the 30-year data recorded by NOAA that serves as Provider's basis for calculation.

Under Solar Radiance Insurance, if the solar radiance in Customer's area is lower than the lowest value recorded, the Customer would be refunded accordingly, and in conjunction with terms of the policy. This insurance protects Customer against a worse than average year, during which the System was able to reach Adjusted Capacity but the overall amount of solar radiance was less than expected.

## 4. Ownership and Security Interest

### 4.1. Ownership

Customer acknowledges that Provider, or its assignee, is and shall remain the owner of the System and all renewable energy attributes ("Attributes"), whether such attributes are environmental, distributed or capacity in nature. Attributes are defined as any public and/or utility-provided incentives or payments, and include but are not limited to Renewable Energy Credits ("RECs"), Performance-Based Incentives ("PBIs"), Capacity-Based Incentives ("CBIs") and any other existing or future incentives that may arise.

Customer expressly acknowledges that Provider (or its assignee) is the owner of federal and state incentives accruing to the System (for example, the Louisiana 1086 SETC and the U.S. Treasury 1603 ITC Cash Grant). Ownership accrues to Provider in all instances, unless (i) Customer had no rights in such renewable energy attributes due to the receipt of renewable energy incentives, (ii) a waiver is expressly granted in writing to the Customer by Provider, or (iii) title is conveyed to the Customer by an attached separate agreement or addendum to this Agreement.

Customer will protect Provider's ownership rights against claims, liens and other encumbrances by Customer's creditors or other claimants against Customer. Customer will not remove, obliterate or obscure markings which identify Provider as owner of the System. Notwithstanding the previous sentence, any RECs that Customer must assign to Load Serving Entity ("LSE") as a condition to receiving a PBI or CBI will remain property of Customer and Customer will assign them to LSE in exchange for such incentives using the form required by LSE.

### 4.2. Security Interest

Customer will execute and deliver to Provider documents and forms that are reasonably necessary or desirable to protect Provider's ownership and interest in the System, including finance statements under the Uniform Commercial Code.

## 5. Insurance

### 5.1. Coverage and Notification to Provider

Provider Service includes inland marine property insurance for the System during the term of this Agreement against the risks of loss, damage, or theft. Damages arising from manufacturing defects and normal wear and tear are covered under Section 3. Liability insurance, or other insurance requirements, imposed by either the LSE or the local municipality for the operation of the System is the obligation of the Customer. Non-compliance with such obligations may result in early termination of this Agreement. In the event of any such damage or loss, Customer will promptly give Provider notice thereof within FIVE days.

### 5.2. Willful Damage and Gross Negligence by Customer

Customer shall bear responsibility for all failures, damage to or loss of components whether due to willful acts or gross negligence carried out by Customer. Customer will promptly give Provider notice thereof and Customer will elect one of the following options:

(i) Pay to Provider an amount equal to the stipulated System Value as defined in the System Design Document or fraction thereof for the damaged or lost components. In such case, monthly lease payments and other obligations of the Customer shall continue until the payment is made. After payment is made, this Agreement will terminate as to the components involved; or

(ii) Request that Provider repair or replace the damaged or lost component, and pay to Provider the cost of such repair or replacement. In such case, monthly lease payments and other obligations of the Customer shall continue during the period of repair or until replacement. If Provider is unable to repair or replace the equipment then option (i) shall apply.

## 6. Limitation of Liability

UNLESS THE LAW FORBIDS IT IN ANY PARTICULAR CASE, PARTIES EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT DAMAGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF AGREEMENT, PERSONAL INJURY, PRODUCTS LIABILITY, OR ANY OTHER THEORY. THIS MEANS THAT NEITHER PARTY WILL SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER.

## 7. Lease Payments and Charges

In return for use of the System and receiving associated Service, Customer promises to pay as follows:

### 7.1. Monthly Lease Payments

The monthly lease payment is defined in the System Design Document upon completion of the System Design. The nameplate capacity of the System may change in size based on Customer's needs during the Term of this Agreement as stated in section 1.1. In the event that such changes are made, monthly lease payment will be adjusted accordingly. The System will be monitored to assure that it is performing at its Adjusted Capacity. If there is ever a decline in performance, the monthly lease payment will be reduced according to section 3.1.2. Customer further agrees to pay applicable charges and any other applicable fees by the due date, as indicated on the monthly statement and service bill received. Customer acknowledges and agrees that monthly statements will be delivered via electronic mail and or through Customer Area located at <http://www.ambisystems.com>.

Customer acknowledges and agrees to pay monthly lease payments via automatic electronic payment system and has completed the Authorization Agreement for Pre-Authorized Payments Form provided for this purpose. Customer may elect for direct billing as an alternative option; a fee of \$5.00 per month will be charged for such option. Unless other option is provided by Provider and exercised by Customer in writing, Customer will return the System at the end of the Agreement Term and, if Customer fails to provide access to the System for recovery, will pay an equivalent daily charge based on the applicable monthly lease payment for any time after the Termination Date until Provider recovers the System.

In the event that the Customer seeks Provider's concurrence to relocate the System to a new Service Territory, Customer agrees that monthly lease payments will be adjusted to either (i) the applicable lease terms for the new Service Territory that were in effect at the date the Agreement was accepted

by Provider or (ii) in the event that a Lease Program was not established in the new service territory at the time the Agreement was accepted, then the earliest applicable lease terms available.

Customer will pay monthly lease payments for the entire duration of the Agreement. Payments are due in full each month. Provider may, in its discretion, accept partial payments, which will be applied to the oldest outstanding statement. No "payment in full" notation or other restrictive endorsement written on Customer's payments will restrict Provider's ability to collect all amounts owing to it. Provider may terminate Customer's Agreement if Customer does not pay by due date.

## 7.2. Initial Payment

Customer will begin paying monthly lease payments at a date not earlier than the inspection of the System by Load Serving Entity and successful interconnection.

## 7.3. Test and/or Repair Charge

If returned components appear broken due to misuse, a test and repair charge of up to \$25.00 for each component appearing to be broken may be charged for inspection, testing and minor repairs required to return the components to service. This charge will be payable in the month following the time of service. If the components cannot be repaired, the customer will be notified and will be responsible for the designated replacement cost of the components.

## 7.4. Temporary Removal and Relocation Fees

Customer may require Provider to remove temporarily the System either to make roof repairs or to relocate the System to a new Address. The cost to remove temporarily the system is \$500 for all System systems with a nameplate capacity of 5 kWp DC or less, and 10 cents per Wp DC for System systems with a nameplate capacity greater than 5 kWp DC. Additional charges will apply if the System is out of service for more than 30 days. In the instance of a System being temporarily removed for more than 30 days, Customer will be required to pay a monthly lease payment equal to the average monthly lease payment of the previous 12 monthly statements for every 30 days that the System is removed.

Customers with a 20-year Agreement will have the option of temporarily removing the System system, for either roof repairs or relocation, one-time free of charge if the removal occurs at least 5 years after the System commissioning date. If the removal exceeds 30 days, Customer will be required to pay a monthly lease payment equal to the average monthly lease payment of the previous 12 monthly statements for every 30 days that the System is removed. Customer agrees, as a condition to any relocation, that it will not apply for another PBI or CBI on the System system at the new location.

## 7.5. Late Fees, Penalties and Other Fees

If Provider does not receive Customer's payment by the due date on Customer's monthly statement, Provider may charge an administrative late fee of the lesser of (i) up to \$5.00; or (ii) the maximum amount permitted under and subject to applicable law per month or partial month until the delinquent amount is paid in full. This late fee is not an interest charge, finance charge or other such charge or payment of a similar nature. Customer acknowledges that this fee is reasonably related to the actual expense Provider incurs due to late payment and may be subject to limitations set forth by law in Customer's state. If any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment to Customer's account, Provider may charge Customer a fee the lesser of (i) up to \$35.00; or (ii) the maximum amount permitted by applicable law. Customer acknowledges that this fee is not an interest charge, finance charge or other such charge or payment of a similar nature and it is reasonably related to the actual expense Provider incurs due to unsatisfied payment.

If Customer cancels Service or Provider terminates Service because of Customer's failure to pay or for some other breach on Customer's part, Provider has the right to retain the last month's lease payment provided without reimbursing Customer on a pro rata basis, unless the cancellation is covered under 2.1, 2.6, 7.7, or 16.3. Customer acknowledges that this fee is not an interest charge, finance charge or other such charge or payment of a similar nature and it is reasonably related to the actual expense Provider incurs due to recovery of the System. This does not release the Customer from any other liability or obligations in conjunction with rents owed prior to cancellation or termination of the Agreement, late fees, returned payment fees, collection fees, test and/or repair charges, or replacement costs. All such fees and charges continue to be the responsibility of the Customer and owed to the Provider. To the extent permitted by law, Customer will pay Provider any costs and fees that it reasonably incurs to collect amounts Customer owes to Provider.

### 7.5.1. Early Removal Penalty

In certain Service Territories, the entity providing an incentive payment (such as the local Load Serving Entity) may place certain requirements on Customer. A common requirement is that the System installation remain operational at the same location for minimum period of time. If any such requirements apply to Customer, Provider will disclose such requirements in the System Design Document.

In the event that a minimum period of operation is required, Customer must keep the System operational and in place for that full period in order to retain the entire incentive amount. Should the System be removed from the premises prior to the completion of this period, Customer might be required to reimburse the local incentive authority (on a pro-rated basis) for the portion of the incentive paid for the period in which the System is not operational. In case of termination by Customer, prior to completion of the required period, a reimbursement requirement may be triggered. If Customer's Agreement goes into default, or a sale of property occurs, within the required time period, please contact Provider well in advance of any anticipated termination.

### 7.5.2. Improper Use Penalty

Customer agrees not to use any electricity from the system to heat a swimming pool, as any such use will lead to loss of the investment tax credit or Treasury cash grant. If Customer is found to be using any electricity from the system to heat a swimming pool, Customer will be liable for reimbursing Provider any and all funds demanded by the U.S. Government.

### 7.5.3. Early Termination Fee

If Customer terminates Agreement prior to the end of the Contract Term, Customer will be assessed an Early Termination Fee equal to the lesser of \$0.10 per Wp of installed Nameplate Capacity or the total remaining lease payments due to Provider.

## 7.6. Taxes, Fees and Surcharges

Customer agrees to pay all taxes, fees, and surcharges set by the government, whether local, state or federal. Provider may not always give advance notice of changes to these items.

## 7.7. Utility Charges

Customer acknowledges that the System is not a primary source of electricity and that connection with the local load serving entity is required to guarantee reliable electricity service. In light of this, Customer will most likely be required to pay a minimum service fee to the electric utility. As well, electricity charges and other such charges may be assessed by the utility on the Customer for use of service and consumption of electricity. Customer agrees to pay these fees and charges to the utility and maintain electric

utility service throughout the duration of the Agreement. Failure to do so may cause the Customer's electric service to be disrupted and will result in Provider recovering the System, a loss of the balance of last monthly lease payment, and the possibility of other charges and fees being assessed on the Customer as described in 7.3; 7.5; and 7.5.1.

Customer further acknowledges that the load serving entity is subject to net-metering laws that may not remain in effect throughout the duration of the Agreement. This may have a material adverse affect on the Agreement and could cause the Customer to begin paying for excess electricity generated that may not be used by the Customer. Likewise, the banking of electricity generated by the System and delivered to the utility may not always work out in the favor of the Customer.

There may be times that the utility's compensation for electricity generated by the System may be less than the cost at which the Customer can generate its own electricity, or the utility may simply be granted the unused credit without compensation to the Customer at all. PROVIDER CANNOT BE HELD LIABLE FOR SUCH LOSSES INCURRED BY THE CUSTOMER.

#### 7.8. Calculating Charges

The Customer's Bill reflects the fees and charges in effect under the Agreement. Once this has been done, Provider then attaches any fees, charges, or unpaid balances owed, for a total bill. Customers can dispute the bill, but only within 180 days of receiving it. CUSTOMER MUST STILL PAY ANY DISPUTED CHARGES UNTIL THE DISPUTE IS RESOLVED.

#### 7.9. Billing Statements

Provider will send Customer an electronic statement 15 days prior to the date of their pre-authorized payment. Statements will show: (i) payments, credits, rents and any other charges to Customer's account; (ii) the amount Customer owes Provider; and (iii) the payment due date. The Customer Bill is Provider's notice to Customers of their fees, charges and other important information. Customers should read everything in their bills. Customers can view their detailed bills online. If Customers think their statements are incorrect or if Customers need more information about them, contact Provider immediately. Provider will try to resolve any complaints Customers have as promptly as it can.

#### 7.10. Payments

Payment is due in full as stated on Customer's bill. IF PROVIDER DOES NOT RECEIVE PAYMENT IN FULL WHEN DUE, PROVIDER MAY, TO THE EXTENT PERMITTED BY THE LAW OF THE STATE OF THE BILLING ADDRESS PROVIDER HAS ON FILE FOR CUSTOMER AT THE TIME, CHARGE A LATE FEE OF UP TO 1.5% PERCENT A MONTH, 18% ANNUALLY, OR A FLAT \$5 A MONTH, WHICHEVER IS GREATER, ON UNPAID BALANCES. PROVIDER MAY, TO THE EXTENT PERMITTED BY THE LAW OF THE STATE OF THE BILLING ADDRESS PROVIDER HAS ON FILE FOR CUSTOMER AT THE TIME CUSTOMER'S ACCOUNT IS FIRST SENT TO A COLLECTION AGENCY, ALSO CHARGE FOR ANY COLLECTION AGENCY FEES BILLED TO PROVIDER FOR COLLECTING FROM CUSTOMER.

### 8. Indemnity

Customer agrees to protect, indemnify and hold harmless Provider from and against all claims, damages and costs including legal expenses arising out of the Customer's use of this System.

### 9. Termination

Except as explicitly permitted by this Agreement, Customer agrees to maintain Agreement with Provider for the stipulated Term. Term extensions due to periods of malfunction or failure do not count.

ONCE THE COMPLETION DATE IS REACHED, UNLESS CUSTOMER NOTIFIES PROVIDER THAT CUSTOMER WISHES TO CANCEL THE AGREEMENT, PROVIDER MAY AUTOMATICALLY RENEW THE AGREEMENT AS A YEAR-TO-YEAR AGREEMENT, AS LONG AS PROVIDER CONTINUES TO CARRY THE SERVICE OFFERING. MONTHLY LEASE PAYMENTS WILL BE ADJUSTED ACCORDING TO PROVIDER'S CURRENT PRACTICES, TAKING INTO ACCOUNT THE CUSTOMER'S GEOGRAPHIC AND UTILITY LOCATION.

Customer understands that it will forfeit its last monthly payment if it terminates the Agreement, either voluntarily or by default or breach of this Agreement, prior to the completion date of the Term. Customer remains responsible for any unpaid fees or charges, and is liable for any damage or repairs necessary to either replace the components of the System or bring them back to good working condition.

If a Customer terminates the Agreement voluntarily and is cooperative during the recovery process of the System, Customer will only be refused the Right to Lease for a period of six (6) months. If the Customer defaults or is found to be in breach of the Agreement, or if the Customer fails to be cooperative during the recovery process of the System, then the Provider reserves the right to refuse the Right to Lease indefinitely.

#### 9.1. Default

If Customer fails to pay amounts owed to Provider when due, subject to any grace periods, or otherwise defaults, Provider has the right to terminate this Agreement forthwith by notice to the Customer. Upon such termination, (i) the balance of the total annual lease payments will be due and payable immediately and, (ii) Provider has the right, at its option, to take possession of and remove the System from service immediately. Any other damages or amount chargeable to the Customer shall be immediately due upon such termination.

IN ADDITION TO FAILURE TO PAY AMOUNTS OWED, PROVIDER CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END THIS AGREEMENT OR ANY AGREEMENT WITH CUSTOMER FOR ANY GOOD CAUSE, including, but not limited to: (i) paying late more than once in any 12 months; (ii) harassing Provider's employees or agents; (iii) lying to Provider; (iv) providing credit information Provider can't verify; (v) interfering with Provider's operations; (vi) becoming insolvent or going bankrupt; (vii) defaulting on mortgage loan; (viii) failing to maintain electric utility or telephone service or internet; (ix) using System service in a way that adversely affects Provider's systems or other customers; (x) tampering with or allowing anyone to tamper with the System; or (xi) any action which jeopardizes Provider's ownership or ownership rights or ability to take possession of the System.

Provider may also cancel this Agreement if Customer elects not to accept any changed terms described to Customer, as provided in Section 16.3. And Provider can temporarily limit Customer's services and guarantees under this agreement for any operational or governmental reason.

#### 9.2. Cancellation

##### 9.2.1. General Provisions

Once Customer approves the System Design and installation plan, Provider may charge a termination fee, as described in section 7.5.3, if Customer terminates the Agreement before the end of the Term without mitigating circumstances as explained in 2.1, 2.6, 7.7, or 16.3. Provider may also charge termination fee if the System has been installed but not yet commissioned.

Customer may cancel this Agreement by notifying Provider under the notification provisions specified in Section 9.2.3 and Section 13. Customer may be charged fees as described in Section 7.5, 7.5.1, 7.5.2, and 7.5.3. Customer's notice is effective on the day Provider receives it at the address

given in Section 13. Customer will still be responsible for payment of all outstanding balances accrued through that effective date. If the laws of the state or the metering policies of the utility are changed or removed without compensating policy or customer benefit, Customer has the right to cancel the Agreement and receive a refund of the pro rata balance of its last month lease payment, minus any fees explained in 7.3 and 7.5. If Customer's actions have precipitated utility cancellation, Provider reserves the right to consider the termination a Customer default under Section 9.0.

#### 9.2.2. Right to Cancel Provided By Law

Customer may CANCEL this Agreement without any penalty or obligation, within FIVE BUSINESS DAYS from the Date of this agreement, provided in the introductory section of this Agreement. In case of Customer cancellation, property traded in, and any negotiable instrument executed by Customer will be returned within TEN BUSINESS DAYS following receipt by the Provider of Customer cancellation notice, and any security interest arising out of the transaction will be canceled.

In case of Customer cancellation, Customer must make available to Provider, at Customer residence, in substantially as good condition as when received, any goods delivered by Provider under this Agreement. If applicable, Customer may comply with Provider's instructions regarding the return shipment of the goods. In the event that Customer makes the goods available to the Provider and the Provider does not pick them up within 20 days of the date of your notice of cancellation, Customer may retain or dispose of the goods without any further obligation. If Customer fails to make the goods available to the Provider, or agrees to return the goods to the Provider and fails to do so, then Customer remains liable for performance of all obligations under the Agreement.

To cancel this Agreement, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to the address given in Section 13, Ambisystems Gulf Coast III, LLC, Contract Administration, P.O. Box 48, Temple, New Hampshire 03084, NOT LATER THAN MIDNIGHT ON the 5th Business Day after the Agreement is signed.

#### 9.2.3. Further Cancellation Assurances Provided by Provider

Customer has the right, with no financial loss or obligation, to cancel this Agreement at any time before the Site Review. If Customer cancels the Agreement before the Site Review, the Customer has no further obligation of any kind. If Customer cancels the Agreement during the Site Review, Customer will again have no financial loss or obligation, however Provider may place Customer on a "Do Not Serve List" for the future. To cancel this Agreement, notify Provider in writing at the address given in Section 13. Cancellation will be effective on the date it is received by Provider.

### 10. Assignment and Transfer

Provider may assign all or part of this Agreement or Customer's debts without notice, and Customer agrees to make all subsequent payments as instructed. This Agreement and the rights and obligations created hereunder shall not be reassigned by the Customer without the prior written consent of Provider. Provider considers Customer to be responsible for the System. Customer is liable for keeping people and property clear of the components of the System as they are electrical in nature and may cause severe bodily harm to individuals and or electrical damage to property.

The System remains the responsibility and liability of the Customer until the System is recovered by the Provider or an assignment has been approved by the Provider and transfer has been made to another Customer. Upon approval by Provider in its sole discretion, a Customer may transfer the System to another Customer under the same Terms and Conditions of this Agreement so long as (i) the System continues to remain at the Address identified in the Agreement, and (ii) the assuming Customer agrees to all of the terms and conditions of the Agreement.

### 11. Consent Regarding Credit

In order to establish an account with Provider, Provider might require Customer's creditworthiness verification, by checking with credit reporting agencies. If Customer is delinquent in any payment to Provider, Customer also authorizes Provider to report any late payment or nonpayment to credit reporting agencies. Due to the subjective nature of creditworthiness, Provider reserves the right to require prepayment for any Lease Agreement via cashier's check, money order or credit card, notwithstanding Customer's credit rating, past history or practice.

### 12. Dispute Resolution and Arbitration

In order to expedite and control the cost of disputes, Customer and Provider agree that any legal or equitable claim relating to this Agreement, any addendum, or Customer Lease Agreement (referred to as a "Claim") will be resolved as follows:

#### 12.1. Informal Resolution

Customer and Provider will first try to resolve any Claim informally. Accordingly, neither Customer nor Provider may start a formal proceeding for at least 60 days after either Customer or Provider notifies the other of a Claim in writing. Customer will send notice to the address described in Section 13 of this Agreement, and Provider will send its notice to Customer's billing address.

#### 12.2. Formal Resolution

If Customer and Provider cannot resolve a Claim informally, any Claim that either Customer or Provider asserts will be resolved only by binding arbitration. THERE'S NO JURY IN ARBITRATION, AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME LIMITATIONS IN THIS AGREEMENT, AS A COURT WOULD. IF AN APPLICABLE STATUTE PROVIDES FOR AN AWARD OF ATTORNEY'S FEES, AN ARBITRATOR CAN AWARD THEM, TOO. Customer and Provider also each agree, to the fullest extent permitted by law, that:

(i) The Federal Arbitration Act applies to this Agreement. Except for qualifying small claims court cases, any controversy or Claim arising out of or relating to this Agreement, or any prior Lease Agreement with Provider or any of Provider's affiliates or predecessors in interest, or any product or service provided under or in connection with this Agreement or such a prior Agreement, or any advertising for such products or services, will be settled by one or more neutral arbitrators before the American Arbitration Association ("AAA") or Better Business Bureau ("BBB"). Customer can also bring any issues the Customer may have to the attention of federal, state, or local government agencies and they can, if the law allows, seek relief against Provider on Customer's behalf.

(ii) For claims over \$10,000, the AAA's Supplementary Procedures for Consumer-Related Disputes Rules will apply. For claims of \$10,000 or less, the complaining party can choose either the AAA's Supplementary Procedures for Consumer-Related Disputes Rules, an individual action in small claims court, or the BBB's rules for binding arbitration. Both Customer and Provider may be required to exchange relevant evidence in advance.

(iii) Customer can obtain procedures, rules, and fee information from the AAA ([www.adr.org](http://www.adr.org)), the BBB ([www.bbb.org](http://www.bbb.org)), or from Provider.

#### 12.3. Special Rules.

In the arbitration proceeding, the arbitrator has no authority to make errors of law, and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. Neither

Customer nor Provider shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity.

If, however, the law of Customer's state would find this agreement to dispense with class arbitration procedures unenforceable, then the agreement to arbitrate will not apply. If for any reason a claim proceeds in court rather than through arbitration, Customer and Provider each waive any trial by jury.

### 13. Notices

Notices to Customer will be deemed given when personally delivered, addressed to Customer at Customer's last known address and deposited in the U.S. Mail (which may include inclusion in Customer's billing statement), or sent via Internet to the e-mail address Customer provided Provider or delivered when a voice message is left at the telephone number on Customer's account. Customer's notices to Provider will be deemed given when Provider receives them at the mailing address posted on Provider website <http://www.ambisystems.com> under the Contact page. Customer agrees to provide true, accurate, current and complete contact information (Customer's name, mailing address, residence address, email address, and telephone number), and maintain and promptly update Customer's contact information to keep it true, accurate and complete.

### 14. Privacy

Provider collects Personally Identifiable and Billing Information about its Customers ("Personal Data"). The use and disclosure of this Personal Data is governed by Provider's Privacy Policy and, to the extent not inconsistent with the Privacy Policy, by this Agreement. A copy of Provider's Privacy Policy is available at <http://www.ambisystems.com>. Except as provided in this Agreement, Provider won't intentionally share personal information about Customer without Customer's permission. Provider may use and share information about Customer: (i) so Provider can provide goods or services; (b) so others can provide goods or services to Provider, or to Customer on Provider's behalf; (c) so Provider or Provider's affiliates can communicate with Customer about goods or services related to the ones Customer already receives (although Customer can request that Provider discontinue communicating goods and services at any time if Customer does not want Provider to do this); (d) to protect ourselves; or (e) as required by law, legal process, or exigent circumstances.

In addition, Customer has authorized Provider to investigate Customer's credit history at any time and to share credit information about Customer with credit reporting agencies. If Customer asks, Provider will tell Customer the name and address of any credit agency that gives Provider a credit report about Customer. For training or quality assurance, Provider may also monitor or record its calls with Customer.

In the event that Customer was referred to Provider by an existing customer through Provider's Referral Discount Program, Customer authorizes Provider to share information pertaining to the Terms and Termination date of this Agreement with the referring Customer.

### 15. Online Access

Customer is responsible for maintaining the confidentiality of the password and account username used for online billing and account maintenance with Provider, and is fully responsible for all activities that occur under Customer's password and account.

Customer agrees to: (i) keep Customer's username and password confidential and not share them with anyone else; (ii) immediately notify Provider of any unauthorized use of Customer's password and account or other breach of security and (iii) use only Customer's username and password to log into Provider's online website available at <http://www.ambisystems.com>.

## 16. General

### 16.1. Headings

The headings and titles to the section and paragraphs of this Agreement are inserted for convenience only and will not be deemed a part hereof or affecting the construction or interpretation of any provisions hereof.

### 16.2. Controlling Law

All questions concerning the validity, operation, interpretation and construction of this Agreement will be governed by and determined in accordance with the laws of the State of Delaware.

### 16.3. Changes in Agreement Terms

Provider reserves the right to change the Terms and Conditions on which it leases. If Provider makes any such changes, Provider will send Customer a copy of the new Lease Agreement containing its effective date. Customer has the right to cancel the Lease Agreement, in whole or in part, and Customer may do so, if Customer does not accept any such changed terms or conditions. If Customer elects not to cancel the Lease Agreement after receiving a new Lease Agreement, Customer's continued Lease Agreement will constitute acceptance of the changed Terms and Conditions. If Customer notifies Provider that Customer does not accept such Terms and Conditions, then Provider may cancel Customer's Lease Agreement as provided in Section 9.1., as Provider cannot apply different agreement terms for different customers.

Customer's Lease Agreement is also subject to Provider's business policies, practices, and procedures, which Provider can change without notice. If Customer chooses to continue with the Lease Agreement at that point, Customer is accepting the changes. If the changes have a material adverse effect on Customer, however, Customer can end the affected Lease, without any recovery fee, just by giving notice to Provider within 60 days of the change.

In the event that this Agreement must be approved by Load Serving Entity operating in the Customer Service Territory, Provider will promptly notify Load Serving Entity, in writing, of any modifications along with a copy of the amended Lease Agreement.

### 16.4. Severability

In the event that any one or more provisions contained in this Agreement should, for any reason, be held to be unenforceable in any respect under the laws of the state of Delaware, or the United States, unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such unenforceable provision had not been contained herein.

### 16.5. Previous Agreements

This Agreement supersedes all prior and contemporaneous agreements and representations made with respect to the same subject matter, and is the entire Agreement between the parties.

### 16.6. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy hereof.

### 16.7. Further Assurances

The parties agree to perform all acts and execute all supplementary instruments or documents which may be necessary or desirable to carry out the provisions of this Agreement.