

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: May 4, 2010
TO: Ann Cole, Commission Clerk, Office of Commission Clerk
FROM: Anna R. Williams, Attorney, Office of the General Counsel *ARW*
RE: Docket No. 090109-EI - Petition for approval of solar energy power purchase agreement between Tampa Electric Company and Energy 5.0, LLC.

Please place the attached Tampa Electric Company's responses to Staff's Fourth Set of Interrogatories (Nos. 80-83) into the Docket file.

Thank you.

ARW
Attachment

RECEIVED-FPSC
10 MAY -4 PM 2:36
COMMISSION
CLERK

DOCUMENT NUMBER-DATE

03711 MAY -4 0

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of solar energy power purchase agreement between Tampa Electric Company and Energy 5.0, LLC.	DOCKET NO. 090109-EI DATED: MARCH 29, 2010
---	---

STAFF'S FOURTH SET OF INTERROGATORIES TO
TAMPA ELECTRIC COMPANY (NOS. 80-83)

The Staff of the Florida Public Service Commission, by and through its undersigned attorney, propounds the following interrogatories, pursuant to Rule 1.340, Florida Rules of Civil Procedure, to Tampa Electric Company (TECO). These interrogatories shall be answered under oath by you or your agent, who is qualified and who will be identified, with the answers being served as provided by the Rules of Civil Procedure, **and within the time period set out in Order No. PSC-10-0133-PCO-EI.** As provided by Rule 1.340(a), Florida Rules of Civil Procedure, each interrogatory shall be answered separately and fully in writing under oath unless it is objected to. Each answer shall be signed by the person making it.

Give the name, address, and relationship to (TECO) of those persons providing the answers to each of the following interrogatories.

If an interrogatory contained herein asks for information that has already been provided or is in the process of being provided to the Commission through a Commission audit, please so state, indicating the date provided and the audit document/record request number.

DEFINITIONS

“You”, “your”, “Company” or “TECO” refers to Tampa Electric Company, its employees and authorized agents.

“Document” refers to written matter of any kind, regardless of its form, and to information recorded on any storage medium, whether in electrical, optical or electromagnetic form, and capable of reduction to writing by the use of computer hardware and software.

“Identify” means:

- (a) With respect to a person, to state the person’s name, address and business relationship (e.g., “employee”) to the Company;
- (b) With respect to a document, to state the nature of the document in sufficient detail for identification in a request for production, its date, its author, and to identify its custodian. If the information or document identified is recorded in electrical, optical or electromagnetic form, identification includes a description of the computer hardware or software required to reduce it to readable form.

INTERROGATORIES

80. If TECO issued a new request for proposal (RFP) for solar renewable energy of similar size and scope as the Energy 5.0 project, would TECO expect the proposals to be higher or lower than the current contract, and please explain why?

81. Please compare and contrast the attached as-available energy contract, submitted to the Commission by Progress Energy on March 5, 2010, with the negotiated contract between TECO and Energy 5.0.

82. Please compare and contrast the attached as-available energy contract, submitted to the Commission by Progress Energy on March 24, 2010, with the negotiated contract between TECO and Energy 5.0.
83. With the negotiated contract between TECO and Energy 5.0, please compare and contrast the attached as-available JEA energy contract and first amendment, executed on May 8, 2009, and August 19, 2009, respectively, which JEA submitted to the Commission.

ERIK L. SAYLER
Senior Attorney, Office of the General Counsel

FLORIDA PUBLIC SERVICE COMMISSION
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
(850) 413-6199

AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF _____)

I hereby certify that on this _____ day of _____, 2010, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, who is personally known to me, and he/she acknowledged before me that he/she provided the answers to interrogatory number(s) _____ from STAFF'S FOURTH SET OF INTERROGATORIES TO TAMPA ELECTRIC COMPANY (NOS. 80-83) in Docket No(s). 090109-EI, and that the responses are true and correct based on his/her personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this _____ day of _____, 2010.

Notary Public
State of Florida, at Large

My Commission Expires:

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of solar energy
power purchase agreement between Tampa
Electric Company and Energy 5.0, LLC.

DOCKET NO. 090109-EI

DATED: MARCH 29, 2010

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original and one correct copy of STAFF'S FOURTH SET OF INTERROGATORIES TO TAMPA ELECTRIC COMPANY (NOS. 80-83) has been served by electronic mail and by U. S. mail to Ausley Law Firm, James D. Beasley, Esquire, Post Office Box 391, Tallahassee, Florida 32302, on behalf of Tampa Electric Company and that a true copy thereof has been furnished to the following by U. S. mail this 29th day of March, 2010:

Tampa Electric Company
Ms. Paula K. Brown
P.O. Box 111
Tampa, FL 33601-0111

Richard A. Zambo
Mosaic Fertilizer, LLC
2336 S.E. Ocean Blvd. #309
Stuart, FL 34996

Robert Scheffel Wright/John T. LaVia III
Young van Assenderp, P.A.
225 South Adams Street, Suite 200
Tallahassee, Florida 32301

Energy 5.0, LLC
1601 Forum Place, Suite 1010
West Palm Beach, FL 33401

ERIK L. SAYLER
Senior Attorney, Office of the General Counsel

FLORIDA PUBLIC SERVICE COMMISSION
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
(850) 413-6199

**ATTACHMENT TO
INTERROGATORY # 81**

COMMISSIONERS:
NANCY ARGENZIANO, CHAIRMAN
LISA POLAK EDGAR
NATHAN A. SKOP
DAVID E. KLEMENT
BEN A. "STEVE" STEVENS III

STATE OF FLORIDA



DIVISION OF REGULATORY ANALYSIS
BETH W. SALAK
DIRECTOR
(850) 413-6600

Public Service Commission

March 10, 2010

Mr. John T. Burnett
Progress Energy Florida, Inc.
106 East College Avenue, Suite 800
Tallahassee, Florida 32301

Dear Mr. Burnett:

Thank you for your March 5, 2010 letter regarding Progress Energy Florida, Inc.'s (PEF) recently signed As-available Energy Contract agreement with National Solar. I do have a few additional questions:

- What is the size of the National Solar facility?
- Will PEF purchase the entire output from the National Solar facility?
- What is the in-service date of the National Solar facility?
- Is the contract between PEF and National Solar a separately negotiated contract or PEF's standard As-available energy agreement?
- Does PEF have any ownership or financial interests in the National Solar facility?
- Can you provide an estimate of the interconnection costs and who will pay for such interconnection facilities?

Thank you for your attention in this matter. If you have any further questions, please contact me via E-mail at tballing@psc.state.fl.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Ballinger".

Tom Ballinger
U.S. Engineering Specialist Supervisor

cc: Beth Salak, Director, Division of Regulatory Analysis
Robert Trapp, Asst. Director, Division of Regulatory Analysis
Jennifer Brubaker, Attorney Supervisor, Office of General Counsel



March 15, 2010

Via Electronic Mail

Mr. Tom Ballinger
U.S. Engineering Specialist Supervisor
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Additional Questions to PEF's As-Available contract with National Solar

Mr. Ballinger:

PEF received your letter dated March 10, 2010 with additional questions regarding PEF's As-available contract with National Solar. The responses to your questions are as follows:

- **What is the size of the National Solar facility?**

Answer: The National Solar facility will be a 2 MW solar PV.

- **Will PEF purchase the entire output from the National Solar facility?**

Answer: Yes.

- **What is the in-service date of the National Solar facility?**

Answer: National Solar has targeted operation to begin by the end of 2010.

- **Is the contract between PEF and National Solar a separately negotiated contract or PEF's standard As-available energy agreement?**

Answer: The contract is PEF's standard As-available energy agreement.

- **Does PEF have any ownership or financial interests in the National Solar facility?**

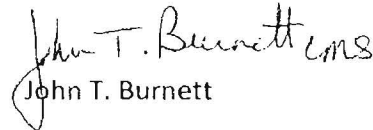
Answer: No.

- Can you provide an estimate of the interconnection costs and who will pay for such interconnection facilities?

Answer: PEF is currently reviewing the interconnection needs and costs. National Solar will pay for any required interconnection work.

Please feel free to call me at (727) 820-5184 should you have any questions.

Sincerely,

ms
John T. Burnett

JTB/lms



Progress Energy

201003-5 11:11:46

FILED 11:11:46

March 5, 2010

VIA HAND DELIVERY

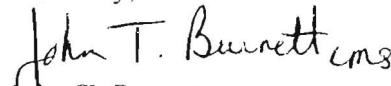
Mr. Tom Ballinger
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Dear Mr. Ballinger:

Pursuant to Rule 25-17.0825(1)(b), F.A.C., Progress Energy Florida, Inc. ("PEF") hereby submits a recently signed As-Available Energy Contract entered into with National Solar.

Thank you for your attention to this matter. Should you have any questions, please feel free to call me at (727) 820-5184.

Sincerely,


John T. Burnett

JTB/lms
Attachment

**AGREEMENT FOR PURCHASE OF AS-AVAILABLE ENERGY
AND/OR PARALLEL OPERATION WITH A QUALIFYING FACILITY****TABLE OF CONTENTS**

	<u>Begins on Sheet No.</u>
Agreement for the Purchase of As-Available or Parallel Operation with a Qualifying Facility	9.101
Appendix A - Interconnection Scheduling and Cost Responsibility	9.200
Appendix B - Parallel Operating Procedures	9.250
Appendix C - Rates	9.300

ISSUED BY: Mark A. Myers, Vice President, Finance
EFFECTIVE: December 18, 2003



SECTION No. IX
SECOND REVISED SHEET No. 9.101
CANCELS FIRST REVISED SHEET No. 9.101

**AGREEMENT FOR THE PURCHASE OF
AS-AVAILABLE AND/OR PARALLEL OPERATION WITH
A QUALIFYING FACILITY**

between

NATIONAL SOLAR POWER

and

PROGRESS ENERGY FLORIDA

ISSUED BY: Mark A. Myers, Vice President, Finance
EFFECTIVE: December 19, 2003

TABLE OF CONTENTS

	<u>Sheet</u>
INTRODUCTION AND PARTIES RECITALS	9.104
ARTICLE I DEFINITIONS	9.105
ARTICLE II FACILITY	9.107
ARTICLE III TERM	9.107
ARTICLE IV PURCHASE OF AS-AVAILABLE ENERGY	9.108
ARTICLE V INTERCONNECTION SCHEDULING AND COST RESPONSIBILITIES QF PARALLEL OPERATING PROCEDURES.....	9.108
ARTICLE VI ENERGY PAYMENTS.....	9.108
ARTICLE VII CHARGES TO THE QF	9.109
ARTICLE VIII METERING	9.109
ARTICLE IX PAYMENT PROCEDURE.....	9.109
ARTICLE X INSURANCE	9.110
ARTICLE XI REGULATORY CHANGES	9.111

ARTICLE XII	
FACILITY RESPONSIBILITY AND ACCESS	9.111
ARTICLE XIII	
INDEMNIFICATION	9.112
ARTICLE XIV	
EXCLUSION OF INCIDENTAL CONSEQUENTIAL, AND INDIRECT DAMAGES	9.113
ARTICLE XV	
COMMUNICATIONS	9.113
ARTICLE XVI	
SECTION HEADINGS FOR CONVENIENCE	9.114
ARTICLE XVII	
GOVERNING LAW	9.114
EXECUTION	9.115

AGREEMENT

This Agreement ("Agreement") is made and entered by and between NATIONAL SOLAR POWER, a CORPORATION, having its principal place of business at 377 IMPERIAL BLVD, UNIT 4
CAPE CANAVERAL, FL 32920 (hereinafter referred to as the "QF"), and Florida Power Corporation d.b.a Progress Energy Florida, a private utility corporation organized under the laws of the State of Florida, having its principal place of business at St. Petersburg, Florida (hereinafter referred to as the "Company"). The QF and the Company may be hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the QF desires Parallel Operation with the Company and the Company desires to purchase any as available energy to be generated by the Facility and made available for sale to the Company, consistent with FPSC Rules 25-17.080, 25-17.082, 25-17.0825, 25-17.084, 26-17.086, 25-17.087, 25-17.0883 and 25-17.0889, as such rules may be amended from time to time; and

WHEREAS, the QF will engage in interconnected operation of the QF's generating facility with either the Company or with [utility]'s system (hereinafter referred as the "Transmission Service Utility") which is directly interconnected at one or more points with the Company.

NOW, THEREFORE, for mutual consideration, the Parties covenant and agree as follows:

ARTICLE I: DEFINITIONS

As used in this Agreement and in the Appendices hereto, the following capitalized terms shall have the following meanings:

- 1.1 **Appendices** means the schedules, exhibits and attachments which are appended hereto and are hereby incorporated by reference and made a part of this Agreement.
 - 1.1.1 **Appendix A** sets forth the Company's Interconnection Scheduling and Cost Procedures.
 - 1.1.2 **Appendix B** sets forth the Company's Parallel Operating Procedures.
 - 1.1.3 **Appendix C** sets forth the Company's Rates for Purchase of As-Available Energy.
- 1.2 **Company's Interconnection Facilities** means all equipment located on the Company's side of the Point of Delivery, (including without limitation), equipment for connection, switching, transmission, distribution, protective relaying and safety provisions which in the Company's judgment is required to be installed for the delivery and measurement of electric energy into the Company's system on behalf of the QF, including all metering and telemetering equipment installed for the measurement of such energy regardless of its location in relation to the Point of Delivery.
- 1.3 **As-Available Energy** means energy produced and sold by a QF on an hour-by-hour basis for which contractual commitments as to quantity, time, or reliability of delivery are not required.
- 1.4 **Distributed Resource** means a facility that is defined as a Distributed Resource in the Institute of Electrical and Electronics Engineers ("IEEE") Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems.
- 1.5 **Execution Date** means the date on which the Company executes this Agreement.

- 1.6 **Facility** means all equipment, as described in this Agreement, used to produce electric energy and, for a cogeneration facility, used to produce useful thermal energy through the sequential use of energy.
- 1.7 **FERC** means the Federal Energy Regulatory Commission and any successor.
- 1.8 **FPSC** means the Florida Public Service Commission and any successor.
- 1.9 **Force Majeure Event** means an event or occurrence that is not reasonably foreseeable by a Party, is beyond its reasonable control, and is not caused by its negligence or lack of due diligence, including, but not limited to, natural disasters, fire, lightning, wind, perils of the sea, flood, explosions, acts of God or the public enemy, strikes, lockouts, vandalism, blockages, insurrections, riots, war, sabotage, action of a court or public authority, or accidents to or failure of equipment or machinery, including, if applicable, equipment of the Transmission Service Utility.
- 1.10 **Interconnection Costs** means the actual costs incurred by the Company for the Company's Interconnection Facilities, including, without limitation, the cost of equipment, engineering, communication and administrative activities.
- 1.11 **Interconnection Costs Offset** means the estimated costs included in the Interconnection Costs that the Company would have incurred if it were not purchasing electric energy but instead itself generated or purchased from other sources an equivalent amount of electric energy and provided normal service to the Facility as if it were a non-generating customers.
- 1.12 **KW** means one (1) kilowatt of electric capacity.
- 1.13 **KWH** means one (1) kilowatt-hour of electric energy.
- 1.14 **Parallel Operation** means the QF will engage in interconnected operation of the QF's generating facility with the Company.

- 1.15 **Point of Delivery** means the point(s) where electric energy delivered to the Company pursuant to this Agreement enters the Company's system.
- 1.16 **Point of Metering** means the point(s) where electric energy made available for delivery to the Company, subject to adjustment for losses, is measured.
- 1.17 **Point of Ownership** means the interconnection point(s) between the Facility and the interconnected utility.
- 1.18 **Qualifying [Small Power Production or Cogeneration] Facility ("QF")** means a facility that meets the requirements defined in FPSC Rule 25-17 080.

ARTICLE II: FACILITY

- 2.1 The Facility shall be located in ALACHUA of Section S20 Township T8S Range R19E. The Facility shall meet all other specifications identified in the Appendices hereto in all material respects and no change in the designated location of the Facility shall be made by the QF. The Facility shall be designed and constructed by the QF or its agents at the QF's sole expense.
- 2.2 Throughout the Term of this Agreement, the Facility shall be a Qualifying [Cogeneration or Small Power Production] Facility.

ARTICLE III TERM

The Term of this agreement shall begin on the Execution Date and shall continue until terminated by the Company for good cause or by the QF. Upon termination or expiration of this Agreement, the Parties shall be relieved of their obligations under this Agreement except for the obligation to pay each other all monies under this Agreement, which obligation shall survive termination or expiration.

ARTICLE IV: PURCHASE OF AS-AVAILABLE ENERGY

- 4.1 The QF shall sell and arrange for delivery of the As-Available Energy to the Company and the Company agrees to purchase, accept and pay for the As-Available Energy made available to the Company and which the Company is able to receive at the Point of Delivery in accordance with the terms and conditions of this Agreement, or a separately negotiated contract.
- 4.2 The QF shall not commence initial deliveries of energy to the Point of Delivery without the prior written consent of the Company, which consent shall not unreasonably be withheld.

ARTICLE V: INTERCONNECTION SCHEDULING AND COST RESPONSIBILITIES OF PARALLEL OPERATING PROCEDURES

- 5.1 The QF's interconnection scheduling and cost responsibilities and parallel operating procedures shall be those specified in Appendices A & B. Interconnection with, and delivery into, the Company's system must be accomplished in accordance with the provisions of FPSC Rule 25-17.087. Additionally, as provided in FPSC Order No. PSC-06-0707-PAA-EI, issued August 18, 2006, in Docket No. 060410-EI, for a QF that is a Distributed Resource, the QF's interconnection with the Company's system must be accomplished in accordance with the provisions of the IEEE Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems that is in effect at the time of construction.
- 5.2 The location and voltage of the Point of Interconnection and the Point of Metering will be specified by the Company.

ARTICLE VI: ENERGY PAYMENTS

- 6.1 For that electric energy received by the Company at the Point of Delivery each month, the Company will pay the QF an amount as computed in Appendix C.
- 6.2 Energy payments pursuant to sections 9.1.1 and 9.1.2 hereof shall be subject to the delivery voltage adjustment value applicable to the Facility and approved from time to time by the FPSC pursuant to Appendix C.

ARTICLE VII: CHARGES TO THE QF

The Company shall bill and the QF shall pay all charges applicable under Appendix A and C.

ARTICLE VIII: METERING

- 8.1 All electric energy shall be capable of being measured as described in Appendix C, Determination of Payment, at the Point of Metering. All electric energy delivered to the Company shall be adjusted for losses from the Point of Metering to the Point of Delivery. Any additional required metering equipment to measure electric energy and the telemetering equipment necessary to transmit such measurements to a location specified by the Company shall be installed, calibrated and maintained by the Company and all related costs shall be charged to the QF, pursuant to Appendix A, as part of the Company's Interconnection Facilities.
- 8.2 All meter testing and related billing corrections, for electricity sold and purchased by the Company, shall conform to the metering and billing guidelines contained in FPSC Rules 25-6.052 through 25-6.060 and FPSC Rule 25-6.103, as they may be amended from time to time, notwithstanding that such guidelines apply to the utility as the seller of electricity.

ARTICLE IX: PAYMENT PROCEDURE

- 9.1 Bills shall be issued and payments shall be made monthly to the QF and by the QF in accordance with the following procedures:
- 9.1.1 The electric energy payment calculated for a given month shall be tendered, with cost tabulations showing the basis for payment, by the Company to the QF as a single payment. Such payments to the QF shall be due and payable twenty (20) business days following the date the meters are read.

- 9.1.2 When any amount is owing from the QF, the Company shall issue a monthly bill to the QF with cost tabulations showing the basis for the charges. All amounts owing to the Company from the QF shall be due and payable twenty (20) business days after the date of the Company's billing statement. Amounts owing to the Company for retail electric service shall be payable in accordance with the provisions of the applicable rate schedule.
- 9.1.3 At the option of the QF, the Company will provide a net payment or net bill, whichever is applicable, that consolidates amounts owing to the QF with amounts owing to the Company.
- 9.1.4 Except for charges for retail electric service, any amount due and payable from either Party to the other pursuant to this Agreement that is not received by the due date shall accrue interest from the due date at the rate equal to the thirty (30) day highest grade commercial paper as published in the Wall Street Journal on the first business day of each month. Such interest shall be compounded monthly.
- 9.1.5 The QF may elect net sale or simultaneous purchase and sale in accordance with the provisions of FPSC Rule 25-17.082, such election not to be changed more often than every twelve (12) months.

ARTICLE X: INSURANCE

The provisions of this Article do not apply to a QF whose Facility is not directly interconnected with the Company's system.

- 10.1 The QF shall deliver to the Company, at least fifteen (15) days prior to the commencement of any work on the Company's Interconnection Facilities, a certificate of insurance certifying the QF's coverage under a liability insurance policy issued by a reputable insurance company authorized to do business in the State of Florida naming the QF as a named insured and the

Company as an additional named insured, which policy shall contain a broad form contractual endorsement specifically covering liabilities arising out of the interconnection with the Facility, or caused by the operation of the Facility or by the QF's failure to maintain the Facility in satisfactory and safe operating condition.

10.2 The insurance policy providing such coverage shall provide public liability insurance, including property damage, in an amount not less than \$1,000,000 for each occurrence. The required insurance policy shall be endorsed with a provision requiring the insurance company to notify the Company at least thirty (30) days prior the effective date of any cancellation or material change in the policy.

10.3 The QF shall pay all premiums and other charges due on said insurance policy and shall keep said policy in force during the entire period of interconnection with the Company.

ARTICLE XI: REGULATORY CHANGES

3 The Parties agree that the Company's payment obligations under this Agreement are expressly conditioned upon the mutual commitments set forth in this Agreement. Payments for as-available energy made to QF's pursuant to this Agreement shall be recovered by the Company through the Commission's periodic review of fuel and purchased power.

ARTICLE XII: FACILITY RESPONSIBILITY AND ACCESS

12.1 Representatives of the Company shall at all reasonable times have access to the Facility and to property owned or controlled by the QF and having relationship to the interconnection for the purpose of inspecting, testing, and obtaining other technical information deemed necessary by the Company in connection with this Agreement. Any inspections or testing by the Company shall not relieve the QF of its obligation to maintain the Facility.

12.2 In no event shall any Company statement, representation, or lack thereof, either express or implied, relieve the QF of its exclusive responsibility for the Facility and its exclusive obligations, if applicable, with the Transmission Service Utility. Any Company inspection of property or equipment owned or controlled by the QF or the Transmission Service Utility, or any Company review of or consent to the QF's or the Transmission Service Utility's plans, shall not be construed as endorsing the design, fitness or operation of the Facility or the Transmission Service Utility's equipment nor as a warranty or guarantee.

12.3 The Company shall reactivate the Company's Interconnection Facilities at its own expense if the same are rendered inoperable due to actions of the Company or its agents, or a Force Majeure Event.

ARTICLE XII: INDEMNIFICATION

The QF agrees to indemnify and save harmless the Company and its employees, officers, and directors against any and all liability, loss, damage, costs or expense which the Company, its employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the QF in performing its obligations pursuant to this Agreement or the QF's failure to abide by the provisions of this Agreement. The Company agrees to indemnify and save harmless the QF and its employees, officers, and directors against any and all liability, loss, damage, cost or expense which the QF, its employees, officers, and directors may hereafter incur, suffer, or be required to pay by reason of negligence on the part of the Company in performing its obligations pursuant to this Agreement or the Company's failure to abide by the provisions of this Agreement. The QF agrees to include the Company as an additional insured in any liability insurance policy or policies the QF obtains to protect the QF's interests with respect to the QF's indemnity and hold harmless assurance to the Company contained in this Article.

**ARTICLE XIV: EXCLUSION OF INCIDENTAL
CONSEQUENTIAL AND INDIRECT DAMAGES**

Neither Party shall be liable to the other for incidental, consequential or indirect damages, including, but not limited to, the cost of replacement power, whether arising in contract, tort, or otherwise.

ARTICLE XV: COMMUNICATIONS

15.1 Any non-emergency or operational notice, request, consent, payment or other communication made pursuant to this Agreement to be given by one Party to the other Party shall be in writing, either personally delivered or mailed to the representative of said other Party designated in this section, and shall be deemed to be given when received. Notices and other communications by the Company to the QF shall be addressed to:

NATIONAL SOLAR POWER
377 IMPERIAL BLVD, UNIT 4
CAPE CANAVERAL, FL
32920
C/O JOHN BROUGHTON, PRESIDENT

Notices to the Company shall be addressed to:

Manager-Cogeneration Contracts & Administration
Progress Energy Florida
P.O. Box 14042
St. Petersburg, FL 33733

15.2 Communications made for emergency or operational reasons may be made to the following persons and shall thereafter be confirmed promptly in writing.

To The Company: System Dispatcher on Duty

Title: System Dispatcher

Telephone: (727) 866-5888

Telecopier: (727) 384-7865

To The QF: Name: JOHN BROUGHTON

Title: PRESIDENT

Telephone: () 321-422-4010

Telecopier: () 321-639-0326

15.3 Either Party may change its representatives names in this section by prior written notice to the other Party.

15.4 The Parties' representatives designated above shall have full authority to act for their respective principals in all technical matters relating to the performance of this Agreement. However, they shall not have the authority to amend, modify, or waive any provision of this Agreement.

ARTICLE XVI: SECTION HEADINGS FOR CONVENIENCE

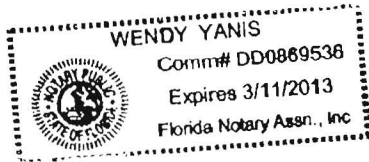
Article or section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

ARTICLE XVII: GOVERNING LAW

The interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of the State of Florida.



IN WITNESS WHEREOF, the QF and the Company have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written



The Qualifying Facility:

By: [Signature]

Title: PRESIDENT

Date: 02/15/10

ATTEST: [Signature]

The Company:

By: [Signature]

Title: PRESIDENT'S LEO

Date: Feb 19 2010

ATTEST: [Signature]

APPENDIX A**INTERCONNECTION SCHEDULING AND COST RESPONSIBILITY****1.0 Purpose**

This appendix provides the procedures for the scheduling of construction for the Company's Interconnection Facilities as well as the cost responsibility of the QF for the payment of Interconnection Costs. This appendix applies to all QF's, whether or not their Facility will be directly interconnected with the Company's system. All requirements contained herein shall apply in addition to and not in lieu of the provisions of the Agreement.

2.0 Submission of Plans and Development of Interconnection Schedules and Cost Estimates

- 2.1 No later than sixty (60) days after the Execution Date, the QF shall specify the date it desires the Company's Interconnection Facilities to be available for receipt of the electric energy and shall provide a preliminary written description of the Facility and, if applicable, the QF's anticipated arrangements with the Transmission Service Utility, including without limitation, a one-line diagram, anticipated Facility site data and any additional facilities anticipated to be needed by the Transmission Service Utility. Based upon the information provided, the Company shall develop preliminary written Interconnection Costs and scheduling estimates for the Company's Interconnection Facilities within sixty (60) days after the information is provided. The schedule developed hereunder will indicate when the QF's final electrical plans must be submitted to the Company pursuant to section 2.2 hereof.

2.2 The QF shall submit the Facility's final electrical plans and all revisions to the information previously submitted under section 2.1 hereof to the Company no later than the date specified under section 2.1 hereof, unless such date is modified in the Company's reasonable discretion. Based upon the information provided and within sixty (60) days after the information is provided, the Company shall update its written Interconnection Costs and schedule estimates, provide the estimated time period required for construction of the Company's Interconnection Facilities, and specify the date by which the Company must receive notice from the QF to initiate construction, which date shall, to the extent practical, be consistent with the QF's schedule for delivery of energy into the Company's system. The final electrical plans shall include the following information, unless all or a portion of such information is waived by the Company in its discretion:

- a. Physical layout drawings, including dimensions;
- b. All associated equipment specifications and characteristics including technical parameters, ratings, basic impulse levels, electrical main one-line diagrams, schematic diagrams, system protections, frequency, voltage, current and interconnection distance;
- c. Functional and logic diagrams, control and meter diagrams, conductor sizes and length, and any other relevant data which might be necessary to understand the Facility's proposed system and to be able to make a coordinated system;
- d. Power requirements in watts and vars;
- e. Expected radio-noise, harmonic generation and telephone interference factor;
- f. Synchronizing methods; and
- g. Facility operating/instruction manuals.
- h. If applicable, a detailed description of the facilities to be utilized by the Transmission Service Utility to deliver energy to the Point of Delivery.

- 2.3 Any subsequent change in the final electrical plans shall be submitted to the Company and it is understood and agreed that any such changes may affect the Company's schedules and Interconnection Costs as previously estimated.
- 2.4 The QF shall pay the actual costs incurred by the Company to develop all estimates pursuant to section 2.1 and 2.2 hereof and to evaluate any changes proposed by the QF under section 2.3 hereof, as such costs are billed pursuant to Article VII of the Agreement. At the Company's option, advance payment for these cost estimates may be required, in which event the Company will issue an adjusted bill reflecting actual costs following completion of the cost estimates.
- 2.5 The Parties agree that any cost or scheduling estimates provided by the Company hereunder shall be prepared in good faith but shall not be binding. The Company may modify such schedules as necessary to accommodate contingencies that affect the Company's ability to initiate or complete the Company's Interconnection Facilities and actual costs will be used as the basis for all final charges hereunder.

3.0 Payment Obligations for Interconnection Costs.

- 3.1 The Company shall have no obligation to initiate construction of the Company's Interconnection Facilities prior to a written notice from the QF agreeing to the Company's interconnection design requirements and notifying the Company to initiate its activities to construct the Company's Interconnection Facilities; provided, however, that such notice shall be received not later than the date specified by the Company under section 2.2 hereof. The QF shall be liable for and agrees to pay all Interconnection Costs incurred by the Company on or after the specified date for initiation of construction.
- 3.2 The QF agrees to pay all of the Company's actual Interconnection Costs as such costs are incurred and billed in accordance with Article VII of the Agreement. Such amounts shall be billed pursuant to section 3.2.1 if the QF elects the payment option

permitted by FPSC Rule 25-17.087(3). Otherwise the QF shall be billed pursuant to section 3.2.2.

3.2.1 Upon a showing of credit worthiness, the QF shall have the option of making monthly installment payments for Interconnection Costs over a period no longer than thirty six (36) months. The period selected is _____ months. Principal payments will be based on the estimated Interconnection Costs less the Interconnection Costs Offset, divided by the repayment period in months to determine the monthly principal payment. Payments will be invoiced in the first month following first incurrence of Interconnection Costs by the Company. Invoices to the QF will include principal payments plus interest on the unpaid balance, if any, calculated at a rate equal to the thirty (30) day highest grade commercial paper rate as published in the Wall Street Journal on the first business day of each month. The final payment or payments will be adjusted to cause the sum of principal payments to equal the actual Interconnection Costs.

3.2.2 When Interconnection Costs are incurred by the Company, such costs will be billed to the QF to the extent that they exceed the Interconnection Costs Offset.

3.3 If the QF notifies the Company in writing to interrupt or cease interconnection work at any time and for any reason, the QF shall nonetheless be obligated to pay the Company for all costs incurred in connection with the Company's Interconnection Facilities through the date of such notification and for all additional costs for which the Company is responsible pursuant to binding contracts with third parties.

4.0 Payment Obligation for Operation, Maintenance and Repair of the Company's Interconnection Facilities

The QF also agrees to pay monthly through the Term of the Agreement for all costs associated with the operation, maintenance and repair of the Company's Interconnection Facilities, based on a percentage of the total Interconnection Costs net of the Interconnection Costs Offset, as set forth in Appendix C.

APPENDIX B

PARALLEL OPERATING PROCEDURES

1.0 Purpose

This appendix provides general operating, testing, and inspection procedures intended to promote the safe parallel operation of the Facility with the Company's system. All requirements contained herein shall apply in addition to and not in lieu of the provisions of the Agreement.

2.0 Schematic Diagram

Exhibit B-1, attached hereto and made a part hereof, is a schematic diagram showing the major circuit components connecting the Facility and the Company's [substation] and showing the Point of Delivery and the Point of Metering and/or Point of Ownership, if different. All switch number designations initially left blank on Exhibit B-1 will be inserted by the Company on or before the date on which the Facility first operates in parallel with the Company's system.

3.0 Operating Standards

3.1 The QF and the Company will independently provide for the safe operation of their respective facilities, including periods during which the other Party's facilities are unexpectedly energized or de-energized.

3.2 The QF shall reduce, curtail, or interrupt electrical generation or take other appropriate action for so long as it is reasonably necessary, which in the judgment of the QF or the Company may be necessary to operate and maintain a part of either Party's system, to address, if applicable, an emergency on either Party's system.

3.3 As provided in the Agreement, the QF shall not operate the Facility's electric generation equipment in parallel with the Company's system without prior written consent of the Company. Such consent shall not be given until the QF has satisfied all criteria under the Agreement and has:

- (i) submitted to and received consent from the Company of its as-built electrical specifications;
- (ii) demonstrated to the Company's satisfaction that the Facility is in compliance with the insurance requirements of the Agreement; and
- (iii) demonstrated to the Company's satisfaction that the Facility is in compliance with all regulations, rules, orders, or decisions of any governmental or regulatory authority having jurisdiction over the Facility's generating equipment or the operation of such equipment.

3.4 After any approved Facility modifications are completed, the QF shall not resume parallel operation with the Company's system until the QF has demonstrated that it is in compliance with all the requirements of section 4.2 hereof.

3.5 The QF shall be responsible for coordination and synchronization of the Facility's equipment with the Company's electrical system, and assumes all responsibility for damage that may occur from improper coordination or synchronization of the generator with the utility's system.

3.6 The Company shall have the right to open and lock, with a Company padlock, manual disconnect switch numbers(s) _____ and isolate the Facility's generation system without prior notice to the QF. To the extent practicable, however, prior notice shall be given. Any of the following conditions shall be cause for disconnection:

1. Company system emergencies and/or maintenance repair and construction requirements;
2. hazardous conditions existing on the Facility's generating or protective equipment as determined by the Company;
3. adverse effects of the Facility's generation to the Company's other electric consumers and/or system as determined by the Company;
4. failure of the QF to maintain any required insurance; or
5. failure of the QF to comply with any existing or future regulations, rules, orders or decisions of any governmental or regulatory authority having jurisdiction over the Facility's electric generating equipment or the operation of such equipment.

3.7 The Facility's electric generation equipment shall not be operated in parallel with the Company's system when auxiliary power is being provided from a source other than the Facility's electric generation equipment.

3.8 Neither Party shall operate switching devices owned by the other Party, except that the Company may open the manual disconnect switch number(s) _____ owned by the QF pursuant to section 3.6 hereof.

3.9 Should one Party desire to change the operating position of a switching device owned by the other Party, the following procedures shall be followed:

- (i) The Party requesting the switching change shall orally agree with an authorized representative of the other Party regarding which switch or switches are to be operated, the requested position of each switching device, and when each switch is to be operated.
- (ii) The Party performing the requested switching shall notify the requesting Party when the requested switching change has been completed.
- (iii) Neither Party shall rely solely on the other party's switching device to provide electrical isolation necessary for personnel safety. Each Party will perform work on its side of the Point of Ownership as if its facilities are energized or test for voltage and install grounds prior to beginning work.
- (iv) Each Party shall be responsible for returning its facilities to approved operating conditions, including removal of grounds, prior to the Company authorizing the restoration of parallel operation.
- (v) The Company shall install one or more red tags similar to the red tag shown in Exhibit B-2 attached hereto and made a part hereof, on all open switches. **Only Company personnel on the Company's switching and tagging list shall remove and/or close any switch bearing a Company red tag under any circumstances.**

3.10 Should any essential protective equipment fail or be removed from service for maintenance or construction requirements, the Facility's electric generation equipment shall be disconnected from the Company's system. To accomplish this

disconnection, the QF shall either (i) open the generator breaker number(s) _____;
or (ii) open the manual disconnect switch number(s) _____.

3.10.1 If the QF elects option (i), the breaker assembly shall be opened and drawn out by QF personnel. As promptly as practicable, Company personnel shall install a Company padlock and a red tag on the breaker enclosure door.

3.10.2 If the QF elects option (ii), the switch shall be opened by QF personnel or by Company personnel and, as promptly as practicable, Company personnel will install a Company padlock and a red tag.

4.0 Inspection and Testing

4.1 The inspection and testing of all electrical relays governing the operation of the generator's circuit breaker shall be performed in accordance with manufacturer's recommendations, but in no case less than once every 12 months. This inspection and testing shall include, but not be limited to, the following:

- (i) electrical checks on all relays and verification of settings electrically;
- (ii) cleaning of all contacts;
- (iii) complete testing of tripping mechanisms for correct operating sequence and proper time intervals; and
- (iv) visual inspection of the general condition of the relays.

- 4.2 In the event that any essential relay or protective equipment is found to be inoperative or in need of repair, the QF shall notify the Company of the problem and cease parallel operation of the generator until repairs or replacements have been made. The QF shall be responsible for maintaining records of all inspections and repairs and shall make said records available to the Company upon request.
- 4.3 The Company shall have the right to operate and test any of the Facility's protective equipment to assure accuracy and proper operation. This testing shall not relieve the QF of the responsibility to assure proper operation of its equipment and to perform routine maintenance and testing.

5.0 Notification

- 5.1 Communications made for emergency or operational reasons may be made to the following persons and shall thereafter be confirmed promptly in writing:

To The Company: System Dispatcher on Duty
Title: System Dispatcher
Telephone: (727)384-7211
Telecopier: (727)384-7865

To The QF: Name JOHN BROUGHTON
Title: PRESIDENT
Telephone: 321-422-4010
Telecopier: 321-639-0326

- 5.2 Each Party shall provide as much notification as practicable to the other Party regarding planned outages of equipment that may affect the other Party's operation.

EXHIBIT B-1

Exhibit B-1 will be unique for each Facility
and must be complete prior to parallel
operation with the Company

EXHIBIT B-2

A switch or switch point (i.e., elbow, open jumpers, etc.) with a red tag attached is open and shall not be closed under any circumstances. After a switch has been red tagged, that switch cannot be closed until the red tag is removed. Red tags can only be removed when authorized by a specific written order.

**APPENDIX C
RATES****TABLE OF CONTENTS**

	<u>Begins on Sheet No.</u>
SCHEDULE 1 Payments for As-Available Energy	9.310
SCHEDULE 2 Methodology for Calculating Avoided Energy Costs	9.320
SCHEDULE 3 Charges to Qualifying Facility	9.330

**APPENDIX C
RATES****SCHEDULE 1****PAYMENTS FOR AS-AVAILABLE ENERGY****Payments:**

As-Available Energy is purchased at a unit cost, in cents per kilowatt-hour, based on the Company's actual hourly avoided energy costs which are calculated by the Company in accordance with the methodology described in Schedule 2 of this Appendix. Customer charges directly attributable to the purchase of As-Available Energy from the Qualifying Facility are deducted from the Qualifying Facility's total monthly energy payment. Avoided energy costs include incremental fuel and identifiable variable operation and maintenance expenses, and identifiable variable utility power purchases. An adjustment for line losses reflecting delivery voltage shall also be included. When interchange transactions take place, the incremental costs are calculated after the purchase or before the sale of the interchange energy. All sales shall be adjusted for losses from the point of metering to the point of interconnection.

Estimated As-Available Energy Cost:

Upon request by a qualifying facility or any interested person, each utility shall provide within 30 days its most current projections of its generation mix, fuel price by type of fuel, and at least a five year projection of fuel forecasts to estimate future as-available energy prices as well as any other information reasonably required by the qualifying facility to project future avoided cost prices including, but not limited to, a 24 hour advance forecast of hour-by-hour avoided energy costs. The Company may charge an appropriate fee, not to exceed the actual cost of production and copying, for providing such information.

**APPENDIX C
RATES****SCHEDULE 2****METHODOLOGY FOR CALCULATING AVOIDED ENERGY COSTS****Introduction:**

A unit commitment computer program is utilized to determine the hourly avoided energy cost as the basis for purchase of as-available energy from qualifying facilities. All economic, unit constraint, and system requirements data necessary for program execution is based on real time data accumulated during the hour that energy was received.

Determination of Energy Block Size:

The energy received from all as-available QFs is determined by the Company's Meter Department for metered energy and the Company's Energy Control Department for telemetered energy. The Energy Control Department combines these inputs to determine the total energy received by the Company from QFs for the period. The energy block size will be the equivalent of this total divided by the number of hours in the period, rounded to the nearest five MW. The energy price payable to the QFs will be based on this energy block size. A time aligned matrix of energy received from each QF excluding non-time-of-day QFs (less than 100 KW) is produced from this data (Energy Received Matrix).

Unit Commitment Program Execution:

The Unit Commitment Program is executed with the following hourly input data for the desired period:

1. Unit constraint data to simulate actual unit operating conditions and availability.
2. Resource economic data consistent with the data used in the actual dispatch of energy resources. This includes a replacement cost of fuel based on an average forecast price from the Company's suppliers for oil, the price for interruptible gas, and the spot market price of coal.
3. System load and operating/spinning reserve requirements actually experienced.
4. Interchange purchases in the magnitude and at the average variable cost actually incurred. The cost of emergency purchases shall be assumed equal to that of the average unit cost of emergency purchases made during the prior twelve months' period for which emergency purchase information is available.

The unit commitment program is executed a second time for the same period with an increase in the hourly system load equal to the energy block size. All other data remain the same.

Determination of Energy Price:

A comparison of the unit commitment program executions described above produces the energy prices. The hourly cost of the second execution minus the corresponding hourly cost of the first execution equals the hourly energy cost avoided by the Company as a result of the energy supplied by the QFs. These hourly avoided energy costs will be arranged into a time aligned matrix of energy prices (Energy Price Matrix).

Determination of Identifiable Variable Operation & Maintenance Cost:

The Company's Fossil Plant Performance Department examines for a five year historic period all the Company's production operation and maintenance expenses excluding fuel costs and identifies the variable component. A ratio of variable costs to total O&M costs excluding fuel is derived for various fossil generating types. The appropriate ratio is applied to each fossil generating type's unit cost (on a KWH basis) for the most current twelve months' period to establish the current variable O&M unit cost for each generating type. These unit costs are then weighted according to the current twelve months' generation output of each generating type to determine the average current variable O&M unit cost.

**APPENDIX C
RATES****SCHEDULE 2
METHODOLOGY FOR CALCULATING AVOIDED ENERGY COSTS**

Page 2 of 2

Determination of Line Loss (Delivery Voltage) Adjustment:

The Company's average system line losses are analyzed annually for the prior calendar year, and delivery efficiencies are developed for the transmission, distribution primary, and distribution secondary voltage levels. This analysis is provided in the Company's semi-annual fuel cost recovery filing with the FPSC in Exhibit Schedule E.I. An adjustment factor, calculated as the reciprocal of the appropriate delivery efficiency factor, is applicable to the above determined avoided costs to reflect the delivery voltage level at which QF energy is received by the Company.

Determination of Payment:

The actual payment to each QF for the period is determined by one of the following methods:

1. For QFs (less than 100 KW) Time-of-Day Metered

Average On-Peak and Off-Peak energy prices derived from the "Energy Price Matrix" are applied to the QF's corresponding On-Peak and Off-Peak energy contained in the "Energy Received Matrix." Added to this amount is an amount representing avoided variable O&M cost which is calculated by applying the Company's variable O&M cost per KWH to the total energy received by the Company from the QF. The total amount derived is then adjusted by the delivery voltage adjustment.

2. For QFs (less than 100 KW) Non-Time-of-Day Metered

The average Off-Peak energy price derived from the "Energy Price Matrix" is applied to the QF's energy contained in the "Energy Received Matrix." Added to this amount is an amount representing avoided variable O&M cost which is calculated by applying the Company's variable O&M cost per KWH to the total energy received by the Company from the QF. The total amount derived is then adjusted by the delivery voltage adjustment.

3. For QFs (100 KW or Greater) Hourly Metered

The "Energy Price Matrix" is applied to corresponding elements of the QF's "Energy Received Matrix." Added to this amount is an amount representing avoided variable O&M cost which is calculated by applying the Company's variable O&M cost per KWH to the total energy received by the Company from the QF. The total amount derived is then adjusted by the delivery voltage adjustment.

**APPENDIX C
RATES****SCHEDULE 3
CHARGES TO QUALIFYING FACILITY****Customer Charges:**

The Qualifying Facility shall be billed \$74.42 monthly for the costs of meter reading, billing, and other appropriate administrative costs.

Operation, Maintenance, and Repair Charges:

The Qualifying Facility shall be billed monthly for the costs associated with the operation, maintenance, and repair of the interconnection. These include (a) the Company's inspections of the interconnection and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the Qualifying Facility if no sales to the Company were involved.

The Qualifying Facility shall pay a monthly charge equal to 0.50% of the Interconnection Costs less the Interconnection Costs Offset.

Taxes and Assessments:

The Qualifying Facility shall be billed or credited monthly an amount equal to the taxes, assessments, or other impositions, if any, for which the Company is liable as a result of its installation of facilities in connection with this Agreement, its purchase of As-Available Energy produced by the Qualifying Facility, or any other activity undertaken pursuant to this Agreement. Such amount billed shall not include any amounts (i) for which the Company would have been liable had it generated or purchased from other sources an equivalent amount of electric energy; or (ii) which are recovered by the Company.

**ATTACHMENT TO
INTERROGATORY # 82**



March 24, 2010

VIA HAND DELIVERY

Mr. Tom Ballinger
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

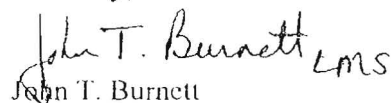
Dear Mr. Ballinger:

Pursuant to Rule 25-17.0825(1)(b), F.A.C., Progress Energy Florida, Inc. ("PEF") hereby submits a recently signed As-Available Energy Contract entered into with Blue Chip Energy (d/b/a Advanced Solar Photonics).

This As-Available contract will provide PEF with 10MW of solar PV energy and will be located in Seminole County, FL. The Blue Chip Energy facility will be a stand-alone facility intended to generate solar electricity only. PEF does not have any ownership interests and will purchase the entire output from Blue Chip Energy. PEF is still reviewing the interconnection costs, however, any and all costs will be paid for by Blue Chip Energy. The Blue Chip Energy facility has targeted an in-service date of October 1, 2010.

Thank you for your attention to this matter. Should you have any questions, please feel free to call me at (727) 820-5184.

Sincerely,

Handwritten signature of John T. Burnett in black ink, followed by the initials 'ems'.

John T. Burnett

JTB/lms
Attachment

**AGREEMENT FOR PURCHASE OF AS-AVAILABLE ENERGY
AND/OR PARALLEL OPERATION WITH A QUALIFYING FACILITY**

TABLE OF CONTENTS

	<u>Begins on Sheet No.</u>
Agreement for the Purchase of As-Available or Parallel Operation with a Qualifying Facility	9.101
Appendix A - Interconnection Scheduling and Cost Responsibility	9.200
Appendix B - Parallel Operating Procedures	9.250
Appendix C - Rates	9.300



SECTION No. IX
SECOND REVISED SHEET No. 9.101
CANCELS FIRST REVISED SHEET No. 9.101

AGREEMENT FOR THE PURCHASE OF
AS-AVAILABLE AND/OR PARALLEL OPERATION WITH
A QUALIFYING FACILITY

between

Blue Chip Energy d.b.a Advanced Solar Photonics

and

PROGRESS ENERGY FLORIDA

ISSUED BY: Mark A. Myers, Vice President, Finance
EFFECTIVE: December 19, 2003

TABLE OF CONTENTS

	<u>Sheet</u>
INTRODUCTION AND PARTIES	
RECITALS	9.104
ARTICLE I	
DEFINITIONS	9.105
ARTICLE II	
FACILITY	9.107
ARTICLE III	
TERM	9.107
ARTICLE IV	
PURCHASE OF AS-AVAILABLE ENERGY	9.108
ARTICLE V	
INTERCONNECTION SCHEDULING AND COST RESPONSIBILITIES	
QF PARALLEL OPERATING PROCEDURES.....	9.108
ARTICLE VI	
ENERGY PAYMENTS.....	9.108
ARTICLE VII	
CHARGES TO THE QF	9.109
ARTICLE VIII	
METERING	9.109
ARTICLE IX	
PAYMENT PROCEDURE.....	9.109
ARTICLE X	
INSURANCE.....	9.110
ARTICLE XI	
REGULATORY CHANGES	9.111

ARTICLE XII	
FACILITY RESPONSIBILITY AND ACCESS.....	9.111
ARTICLE XIII	
INDEMNIFICATION	9.112
ARTICLE XIV	
EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, AND INDIRECT DAMAGES.....	9.113
ARTICLE XV	
COMMUNICATIONS	9.113
ARTICLE XVI	
SECTION HEADINGS FOR CONVENIENCE	9.114
ARTICLE XVII	
GOVERNING LAW.....	9.114
EXECUTION	9.115

AGREEMENT

This Agreement ("Agreement") is made and entered by and between Blue Chip Energy, a d.b.a Advanced Solar Photonics, having its principal place of business at 400 Rinehart Road, Suite 400, Orlando, FL 34727 (hereinafter referred to as the "QF"), and Florida Power Corporation d.b.a. Progress Energy Florida, a private utility corporation organized under the laws of the State of Florida, having its principal place of business at St. Petersburg, Florida (hereinafter referred to as the "Company"). The QF and the Company may be hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH.

WHEREAS, the QF desires Parallel Operation with the Company and the Company desires to purchase any as available energy to be generated by the Facility and made available for sale to the Company, consistent with FPSC Rules 25-17.080, 25-17.082, 25-17.0825, 25-17.084, 26-17.086, 25-17.087, 25-17.0883 and 25-17.0889, as such rules may be amended from time to time; and

WHEREAS, the QF will engage in interconnected operation of the QF's generating facility with either the Company or with [utility]'s system (hereinafter referred as the "Transmission Service Utility") which is directly interconnected at one or more points with the Company.

NOW, THEREFORE, for mutual consideration, the Parties covenant and agree as follows:

ARTICLE I: DEFINITIONS

As used in this Agreement and in the Appendices hereto, the following capitalized terms shall have the following meanings:

- 1.1 **Appendices** means the schedules, exhibits and attachments which are appended hereto and are hereby incorporated by reference and made a part of this Agreement.
 - 1.1.1 **Appendix A** sets forth the Company's Interconnection Scheduling and Cost Procedures.
 - 1.1.2 **Appendix B** sets forth the Company's Parallel Operating Procedures.
 - 1.1.3 **Appendix C** sets forth the Company's Rates for Purchase of As-Available Energy.
- 1.2 **Company's Interconnection Facilities** means all equipment located on the Company's side of the Point of Delivery, (including without limitation), equipment for connection, switching, transmission, distribution, protective relaying and safety provisions which in the Company's judgment is required to be installed for the delivery and measurement of electric energy into the Company's system on behalf of the QF, including all metering and telemetering equipment installed for the measurement of such energy regardless of its location in relation to the Point of Delivery.
- 1.3 **As-Available Energy** means energy produced and sold by a QF on an hour-by-hour basis for which contractual commitments as to quantity, time, or reliability of delivery are not required.
- 1.4 **Distributed Resource** means a facility that is defined as a Distributed Resource in the Institute of Electrical and Electronics Engineers ("IEEE") Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems.
- 1.5 **Execution Date** means the date on which the Company executes this Agreement.

- 1.6 **Facility** means all equipment, as described in this Agreement, used to produce electric energy and, for a cogeneration facility, used to produce useful thermal energy through the sequential use of energy.
- 1.7 **FERC** means the Federal Energy Regulatory Commission and any successor.
- 1.8 **FPSC** means the Florida Public Service Commission and any successor.
- 1.9 **Force Majeure Event** means an event or occurrence that is not reasonably foreseeable by a Party, is beyond its reasonable control, and is not caused by its negligence or lack of due diligence, including, but not limited to, natural disasters, fire, lightning, wind, perils of the sea, flood, explosions, acts of God or the public enemy, strikes, lockouts, vandalism, blockages, insurrections, riots, war, sabotage, action of a court or public authority, or accidents to or failure of equipment or machinery, including, if applicable, equipment of the Transmission Service Utility.
- 1.10 **Interconnection Costs** means the actual costs incurred by the Company for the Company's Interconnection Facilities, including, without limitation, the cost of equipment, engineering, communication and administrative activities.
- 1.11 **Interconnection Costs Offset** means the estimated costs included in the Interconnection Costs that the Company would have incurred if it were not purchasing electric energy but instead itself generated or purchased from other sources an equivalent amount of electric energy and provided normal service to the Facility as if it were a non-generating customer.
- 1.12 **KW** means one (1) kilowatt of electric capacity.
- 1.13 **KWH** means one (1) kilowatt-hour of electric energy.
- 1.14 **Parallel Operation** means the QF will engage in interconnected operation of the QF's generating facility with the Company.

- 1.15 **Point of Delivery** means the point(s) where electric energy delivered to the Company pursuant to this Agreement enters the Company's system.
- 1.16 **Point of Metering** means the point(s) where electric energy made available for delivery to the Company, subject to adjustment for losses, is measured.
- 1.17 **Point of Ownership** means the interconnection point(s) between the Facility and the interconnected utility.
- 1.18 **Qualifying [Small Power Production or Cogeneration] Facility ("QF")** means a facility that meets the requirements defined in FPSC Rule 25-17.080.

ARTICLE II: FACILITY

- 2.1 The Facility shall be located in Seminole County
Section 7 Township 20 South,
Range 30 East. The Facility shall meet all other specifications identified in the Appendices hereto in all material respects and no change in the designated location of the Facility shall be made by the QF. The Facility shall be designed and constructed by the QF or its agents at the QF's sole expense.
- 2.2 Throughout the Term of this Agreement, the Facility shall be a Qualifying [Cogeneration or Small Power Production] Facility.

ARTICLE III: TERM

The Term of this agreement shall begin on the Execution Date and shall continue until terminated by the Company for good cause or by the QF. Upon termination or expiration of this Agreement, the Parties shall be relieved of their obligations under this Agreement except for the obligation to pay each other all monies under this Agreement, which obligation shall survive termination or expiration.

ARTICLE IV: PURCHASE OF AS-AVAILABLE ENERGY

- 4.1 The QF shall sell and arrange for delivery of the As-Available Energy to the Company and the Company agrees to purchase, accept and pay for the As-Available Energy made available to the Company and which the Company is able to receive at the Point of Delivery in accordance with the terms and conditions of this Agreement, or a separately negotiated contract.
- 4.2 The QF shall not commence initial deliveries of energy to the Point of Delivery without the prior written consent of the Company, which consent shall not unreasonably be withheld.

ARTICLE V: INTERCONNECTION SCHEDULING AND COST RESPONSIBILITIES OF PARALLEL OPERATING PROCEDURES

- 5.1 The QF's interconnection scheduling and cost responsibilities and parallel operating procedures shall be those specified in Appendices A & B. Interconnection with, and delivery into, the Company's system must be accomplished in accordance with the provisions of FPSC Rule 25-17.087. Additionally, as provided in FPSC Order No. PSC-06-0707-PAA-EI, issued August 18, 2006, in Docket No. 060410-EI, for a QF that is a Distributed Resource, the QF's interconnection with the Company's system must be accomplished in accordance with the provisions of the IEEE Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems that is in effect at the time of construction.
- 5.2 The location and voltage of the Point of Interconnection and the Point of Metering will be specified by the Company.

ARTICLE VI: ENERGY PAYMENTS

- 6.1 For that electric energy received by the Company at the Point of Delivery each month, the Company will pay the QF an amount as computed in Appendix C.
- 6.2 Energy payments pursuant to sections 9.1.1 and 9.1.2 hereof shall be subject to the delivery voltage adjustment value applicable to the Facility and approved from time to time by the FPSC pursuant to Appendix C.

ARTICLE VII: CHARGES TO THE QF

The Company shall bill and the QF shall pay all charges applicable under Appendix A and C.

ARTICLE VIII: METERING

- 8.1 All electric energy shall be capable of being measured as described in Appendix C, Determination of Payment, at the Point of Metering. All electric energy delivered to the Company shall be adjusted for losses from the Point of Metering to the Point of Delivery. Any additional required metering equipment to measure electric energy and the telemetering equipment necessary to transmit such measurements to a location specified by the Company shall be installed, calibrated and maintained by the Company and all related costs shall be charged to the QF, pursuant to Appendix A, as part of the Company's Interconnection Facilities.
- 8.2 All meter testing and related billing corrections, for electricity sold and purchased by the Company, shall conform to the metering and billing guidelines contained in FPSC Rules 25-6.052 through 25-6.060 and FPSC Rule 25-6.103, as they may be amended from time to time, notwithstanding that such guidelines apply to the utility as the seller of electricity.

ARTICLE IX: PAYMENT PROCEDURE

- 9.1 Bills shall be issued and payments shall be made monthly to the QF and by the QF in accordance with the following procedures:
 - 9.1.1 The electric energy payment calculated for a given month shall be tendered, with cost tabulations showing the basis for payment, by the Company to the QF as a single payment. Such payments to the QF shall be due and payable twenty (20) business days following the date the meters are read.

- 9.1.2 When any amount is owing from the QF, the Company shall issue a monthly bill to the QF with cost tabulations showing the basis for the charges. All amounts owing to the Company from the QF shall be due and payable twenty (20) business days after the date of the Company's billing statement. Amounts owing to the Company for retail electric services shall be payable in accordance with the provisions of the applicable rate schedule.
- 9.1.3 At the option of the QF, the Company will provide a net payment or net bill, whichever is applicable, that consolidates amounts owing to the QF with amounts owing to the Company.
- 9.1.4 Except for charges for retail electric service, any amount due and payable from either Party to the other pursuant to this Agreement that is not received by the due date shall accrue interest from the due date at the rate equal to the thirty (30) day highest grade commercial paper as published in the Wall Street Journal on the first business day of each month. Such interest shall be compounded monthly.
- 9.1.5 The QF may elect net sale or simultaneous purchase and sale in accordance with the provisions of FPSC Rule 25-17.082, such election not to be changed more often than every twelve (12) months.

ARTICLE X: INSURANCE

The provisions of this Article do not apply to a QF whose Facility is not directly interconnected with the Company's system.

- 10.1 The QF shall deliver to the Company, at least fifteen (15) days prior to the commencement of any work on the Company's Interconnection Facilities, a certificate of insurance certifying the QF's coverage under a liability insurance policy issued by a reputable insurance company authorized to do business in the State of Florida naming the QF as a named insured and the

Company as an additional named insured, which policy shall contain a broad form contractual endorsement specifically covering liabilities arising out of the interconnection with the Facility, or caused by the operation of the Facility or by the QF's failure to maintain the Facility in satisfactory and safe operating condition.

- 10.2 The insurance policy providing such coverage shall provide public liability insurance, including property damage, in an amount not less than \$1,000,000 for each occurrence. The required insurance policy shall be endorsed with a provision requiring the insurance company to notify the Company at least thirty (30) days prior the effective date of any cancellation or material change in the policy.
- 10.3 The QF shall pay all premiums and other charges due on said insurance policy and shall keep said policy in force during the entire period of interconnection with the Company.

ARTICLE XI: REGULATORY CHANGES

The Parties agree that the Company's payment obligations under this Agreement are expressly conditioned upon the mutual commitments set forth in this Agreement. Payments for as-available energy made to QF's pursuant to this Agreement shall be recovered by the Company through the Commission's periodic review of fuel and purchased power.

ARTICLE XII: FACILITY RESPONSIBILITY AND ACCESS

- 12.1 Representatives of the Company shall at all reasonable times have access to the Facility and to property owned or controlled by the QF and having relationship to the interconnection for the purpose of inspecting, testing, and obtaining other technical information deemed necessary by the Company in connection with this Agreement. Any inspections or testing by the Company shall not relieve the QF of its obligation to maintain the Facility.

12.2 In no event shall any Company statement, representation, or lack thereof, either express or implied, relieve the QF of its exclusive responsibility for the Facility and its exclusive obligations, if applicable, with the Transmission Service Utility. Any Company inspection of property or equipment owned or controlled by the QF or the Transmission Service Utility, or any Company review of or consent to the QF's or the Transmission Service Utility's plans, shall not be construed as endorsing the design, fitness or operation of the Facility or the Transmission Service Utility's equipment nor as a warranty or guarantee.

12.3 The Company shall reactivate the Company's Interconnection Facilities at its own expense if the same are rendered inoperable due to actions of the Company or its agents, or a Force Majeure Event.

ARTICLE XIII: INDEMNIFICATION

The QF agrees to indemnify and save harmless the Company and its employees, officers, and directors against any and all liability, loss, damage, costs or expense which the Company, its employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the QF in performing its obligations pursuant to this Agreement or the QF's failure to abide by the provisions of this Agreement. The Company agrees to indemnify and save harmless the QF and its employees, officers, and directors against any and all liability, loss, damage, cost or expense which the QF, its employees, officers, and directors may hereafter incur, suffer, or be required to pay by reason of negligence on the part of the Company in performing its obligations pursuant to this Agreement or the Company's failure to abide by the provisions of this Agreement. The QF agrees to include the Company as an additional insured in any liability insurance policy or policies the QF obtains to protect the QF's interests with respect to the QF's indemnity and hold harmless assurance to the Company contained in this Article.

**ARTICLE XIV: EXCLUSION OF INCIDENTAL
CONSEQUENTIAL AND INDIRECT DAMAGES**

Neither Party shall be liable to the other for incidental, consequential or indirect damages, including, but not limited to, the cost of replacement power, whether arising in contract, tort, or otherwise.

ARTICLE XV: COMMUNICATIONS

15.1 Any non-emergency or operational notice, request, consent, payment or other communication made pursuant to this Agreement to be given by one Party to the other Party shall be in writing, either personally delivered or mailed to the representative of said other Party designated in this section, and shall be deemed to be given when received. Notices and other communications by the Company to the QF shall be addressed to:

Demitri Nikitin
400 Rinehart Road
Suite 1060
Lake Mary, FL 32747

Notices to the Company shall be addressed to:

Manager-Cogeneration Contracts & Administration
Progress Energy Florida
P.O. Box 14042
St. Petersburg, FL 33733

15.2 Communications made for emergency or operational reasons may be made to the following persons and shall thereafter be confirmed promptly in writing.

To The Company: System Dispatcher on Duty
Title: System Dispatcher
Telephone: (727) 866-5888
Telecopier: (727) 384-7865

To The QF: Name: Demitri Nikitin
Title: System Operator
Telephone: () 407.804.1000
Telecopier: () 407-333-9143

15.3 Either Party may change its representatives names in this section by prior written notice to the other Party.

15.4 The Parties' representatives designated above shall have full authority to act for their respective principals in all technical matters relating to the performance of this Agreement. However, they shall not have the authority to amend, modify, or waive any provision of this Agreement.

ARTICLE XVI: SECTION HEADINGS FOR CONVENIENCE

Article or section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

ARTICLE XVII: GOVERNING LAW

The interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of the State of Florida.



SECTION No. IX
SECOND REVISED SHEET No. 9.115
CANCELS FIRST REVISED SHEET No. 9.115

IN WITNESS WHEREOF, the QF and the Company have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

The Qualifying Facility:

By: D. NIKITIN

Title: CEO

Date: 03/04/2010

ATTEST:

THOMAS GREGORY

The

Company:

By: Vincent M. Dolan

Title: PRESIDENT & CEO

Date: 3/12/2010

ATTEST:

[Signature]

APPENDIX A**INTERCONNECTION SCHEDULING AND COST RESPONSIBILITY****1.0 Purpose**

This appendix provides the procedures for the scheduling of construction for the Company's Interconnection Facilities, as well as the cost responsibility of the QF for the payment of Interconnection Costs. This appendix applies to all QF's, whether or not their Facility will be directly interconnected with the Company's system. All requirements contained herein shall apply in addition to and not in lieu of the provisions of the Agreement.

2.0 Submission of Plans and Development of Interconnection Schedules and Cost Estimates

2.1 No later than sixty (60) days after the Execution Date, the QF shall specify the date it desires the Company's Interconnection Facilities to be available for receipt of the electric energy and shall provide a preliminary written description of the Facility and, if applicable, the QF's anticipated arrangements with the Transmission Service Utility, including without limitation, a one-line diagram, anticipated Facility site data and any additional facilities anticipated to be needed by the Transmission Service Utility. Based upon the information provided, the Company shall develop preliminary written Interconnection Costs and scheduling estimates for the Company's Interconnection Facilities within sixty (60) days after the information is provided. The schedule developed hereunder will indicate when the QF's final electrical plans must be submitted to the Company pursuant to section 2.2 hereof.

2.2 The QF shall submit the Facility's final electrical plans and all revisions to the information previously submitted under section 2.1 hereof to the Company no later than the date specified under section 2.1 hereof, unless such date is modified in the Company's reasonable discretion. Based upon the information provided and within sixty (60) days after the information is provided, the Company shall update its written Interconnection Costs and schedule estimates, provide the estimated time period required for construction of the Company's Interconnection Facilities, and specify the date by which the Company must receive notice from the QF to initiate construction, which date shall, to the extent practical, be consistent with the QF's schedule for delivery of energy into the Company's system. The final electrical plans shall include the following information, unless all or a portion of such information is waived by the Company in its discretion:

- a. Physical layout drawings, including dimensions;
- b. All associated equipment specifications and characteristics including technical parameters, ratings, basic impulse levels, electrical main one-line diagrams, schematic diagrams, system protections, frequency, voltage, current and interconnection distance;
- c. Functional and logic diagrams, control and meter diagrams, conductor sizes and length, and any other relevant data which might be necessary to understand the Facility's proposed system and to be able to make a coordinated system;
- d. Power requirements in watts and vars;
- e. Expected radio-noise, harmonic generation and telephone interference factor;
- f. Synchronizing methods; and
- g. Facility operating/instruction manuals.
- h. If applicable, a detailed description of the facilities to be utilized by the Transmission Service Utility to deliver energy to the Point of Delivery.

- 2.3 Any subsequent change in the final electrical plans shall be submitted to the Company and it is understood and agreed that any such changes may affect the Company's schedules and Interconnection Costs as previously estimated.
- 2.4 The QF shall pay the actual costs incurred by the Company to develop all estimates pursuant to section 2.1 and 2.2 hereof and to evaluate any changes proposed by the QF under section 2.3 hereof, as such costs are billed pursuant to Article VII of the Agreement. At the Company's option, advance payment for these cost estimates may be required, in which event the Company will issue an adjusted bill reflecting actual costs following completion of the cost estimates.
- 2.5 The Parties agree that any cost or scheduling estimates provided by the Company hereunder shall be prepared in good faith but shall not be binding. The Company may modify such schedules as necessary to accommodate contingencies that affect the Company's ability to initiate or complete the Company's Interconnection Facilities and actual costs will be used as the basis for all final charges hereunder.

3.0 Payment Obligations for Interconnection Costs.

- 3.1 The Company shall have no obligation to initiate construction of the Company's Interconnection Facilities prior to a written notice from the QF agreeing to the Company's interconnection design requirements and notifying the Company to initiate its activities to construct the Company's Interconnection Facilities; provided, however, that such notice shall be received not later than the date specified by the Company under section 2.2 hereof. The QF shall be liable for and agrees to pay all Interconnection Costs incurred by the Company on or after the specified date for initiation of construction.
- 3.2 The QF agrees to pay all of the Company's actual Interconnection Costs as such costs are incurred and billed in accordance with Article VII of the Agreement. Such amounts shall be billed pursuant to section 3.2.1 if the QF elects the payment option

permitted by LPSC Rule 25-17.087(3). Otherwise the QF shall be billed pursuant to section 3.2.2.

3.2.1 Upon a showing of credit worthiness, the QF shall have the option of making monthly installment payments for Interconnection Costs over a period not longer than thirty six (36) months. The period selected is _____ months. Principal payments will be based on the estimated Interconnection Costs less the Interconnection Costs Offset, divided by the repayment period in months to determine the monthly principal payment. Payments will be invoiced in the first month following first incurrence of Interconnection Costs by the Company. Invoices to the QF will include principal payments plus interest on the unpaid balance, if any, calculated at a rate equal to the thirty (30) day highest grade commercial paper rate as published in the Wall Street Journal on the first business day of each month. The final payment or payments will be adjusted to cause the sum of principal payments to equal the actual Interconnection Costs.

3.2.2 When Interconnection Costs are incurred by the Company, such costs will be billed to the QF to the extent that they exceed the Interconnection Costs Offset.

3.3 If the QF notifies the Company in writing to interrupt or cease interconnection work at any time and for any reason, the QF shall nonetheless be obligated to pay the Company for all costs incurred in connection with the Company's Interconnection Facilities through the date of such notification and for all additional costs for which the Company is responsible pursuant to binding contracts with third parties.

4.0 Payment Obligation for Operation, Maintenance and Repair of the Company's Interconnection Facilities

The QF also agrees to pay monthly through the Term of the Agreement for all costs associated with the operation, maintenance and repair of the Company's Interconnection Facilities, based on a percentage of the total Interconnection Costs net of the Interconnection Costs Offset, as set forth in Appendix C.

APPENDIX B

PARALLEL OPERATING PROCEDURES

1.0 Purpose

This appendix provides general operating, testing, and inspection procedures intended to promote the safe parallel operation of the Facility with the Company's system. All requirements contained herein shall apply in addition to and not in lieu of the provisions of the Agreement.

2.0 Schematic Diagram

Exhibit B-1, attached hereto and made a part hereof, is a schematic diagram showing the major circuit components connecting the Facility and the Company's substation and showing the Point of Delivery and the Point of Metering and/or Point of Ownership, if different. All switch number designations initially left blank on Exhibit B-1 will be inserted by the Company on or before the date on which the Facility first operates in parallel with the Company's system.

3.0 Operating Standards

3.1 The QF and the Company will independently provide for the safe operation of their respective facilities, including periods during which the other Party's facilities are unexpectedly energized or de-energized.

3.2 The QF shall reduce, curtail, or interrupt electrical generation or take other appropriate action for so long as it is reasonably necessary, which in the judgment of the QF or the Company may be necessary to operate and maintain a part of either Party's system, to address, if applicable, an emergency on either Party's system.

3.3 As provided in the Agreement, the QF shall not operate the Facility's electric generation equipment in parallel with the Company's system without prior written consent of the Company. Such consent shall not be given until the QF has satisfied all criteria under the Agreement and has:

- (i) submitted to and received consent from the Company of its as-built electrical specifications;
- (ii) demonstrated to the Company's satisfaction that the Facility is in compliance with the insurance requirements of the Agreement; and
- (iii) demonstrated to the Company's satisfaction that the Facility is in compliance with all regulations, rules, orders, or decisions of any governmental or regulatory authority having jurisdiction over the Facility's generating equipment or the operation of such equipment.

3.4 After any approved Facility modifications are completed, the QF shall not resume parallel operation with the Company's system until the QF has demonstrated that it is in compliance with all the requirements of section 4.2 hereof.

3.5 The QF shall be responsible for coordination and synchronization of the Facility's equipment with the Company's electrical system, and assumes all responsibility for damage that may occur from improper coordination or synchronization of the generator with the utility's system.

3.6 The Company shall have the right to open and lock, with a Company padlock, manual disconnect switch number(s) _____ and isolate the Facility's generation system without prior notice to the QF. To the extent practicable, however, prior notice shall be given. Any of the following conditions shall be cause for disconnection:

1. Company system emergencies and/or maintenance repair and construction requirements;
2. hazardous conditions existing on the Facility's generating or protective equipment as determined by the Company;
3. adverse effects of the Facility's generation to the Company's other electric consumers and/or system as determined by the Company;
4. failure of the QF to maintain any required insurance; or
5. failure of the QF to comply with any existing or future regulations, rules, orders or decisions of any governmental or regulatory authority having jurisdiction over the Facility's electric generating equipment or the operation of such equipment.

3.7 The Facility's electric generation equipment shall not be operated in parallel with the Company's system when auxiliary power is being provided from a source other than the Facility's electric generation equipment.

3.8 Neither Party shall operate switching devices owned by the other Party, except that the Company may open the manual disconnect switch number(s) _____ owned by the QF pursuant to section 3.6 hereof.

3.9 Should one Party desire to change the operating position of a switching device owned by the other Party, the following procedures shall be followed:

- (i) The Party requesting the switching change shall orally agree with an authorized representative of the other Party regarding which switches are to be operated, the requested position of each switching device, and when each switch is to be operated.
- (ii) The Party performing the requested switching shall notify the requesting Party when the requested switching change has been completed.
- (iii) Neither Party shall rely solely on the other party's switching device to provide electrical isolation necessary for personnel safety. Each Party will perform work on its side of the Point of Ownership as if its facilities are energized or test for voltage and install grounds prior to beginning work.
- (iv) Each Party shall be responsible for returning its facilities to approved operating conditions, including removal of grounds, prior to the Company authorizing the restoration of parallel operation.
- (v) The Company shall install one or more red tags similar to the red tag shown in Exhibit B-2 attached hereto and made a part hereof, on all open switches. **Only Company personnel on the Company's switching and tagging list shall remove and/or close any switch bearing a Company red tag under any circumstances.**

3.10 Should any essential protective equipment fail or be removed from service for maintenance or construction requirements, the Facility's electric generation equipment shall be disconnected from the Company's system. To accomplish this

disconnection, the QF shall either (i) open the generator breaker number(s) _____;
or (ii) open the manual disconnect switch number(s) _____.

3.10.1 If the QF elects option (i), the breaker assembly shall be opened and drawn out by QF personnel. As promptly as practicable, Company personnel shall install a Company padlock and a red tag on the breaker enclosure door.

3.10.2 If the QF elects option (ii), the switch shall be opened by QF personnel or by Company personnel and, as promptly as practicable, Company personnel will install a Company padlock and a red tag.

4.0 Inspection and Testing

4.1 The inspection and testing of all electrical relays governing the operation of the generator's circuit breaker shall be performed in accordance with manufacturer's recommendations, but in no case less than once every 12 months. This inspection and testing shall include, but not be limited to, the following:

- (i) electrical checks on all relays and verification of settings electrically;
- (ii) cleaning of all contacts;
- (iii) complete testing of tripping mechanisms for correct operating sequence and proper time intervals; and
- (iv) visual inspection of the general condition of the relays.



SECTION No. IX
SECOND REVISED SHEET No. 9.256
CANCELS FIRST REVISED SHEET No. 9.256

EXH

IBIT B-I

Exhibit B-I will be unique for each Facility
and must be complete prior to parallel
operation with the Company

ISSUED BY: Mark A. Myers, Vice President, Finance
EFFECTIVE: December 19, 2003

EXHIBIT B-2

A switch or switch point (i.e., elbow, open jumpers, etc.) with a red tag attached is open and shall not be closed under any circumstances. After a switch has been red tagged, that switch cannot be closed until the red tag is removed. Red tags can only be removed when authorized by a specific written order.



SECTION No. IX
SECOND REVISED SHEET No. 9.300
CANCELS FIRST REVISED SHEET No. 9.300

RATE

APPENDIX C
S

TABLE OF CONTENTS

	<u>Begins on Sheet No.</u>
SCHEDULE 1: Payments for As-Available Energy	9.310
SCHEDULE 2: Methodology for Calculating Avoided Energy Costs	9.320
SCHEDULE 3: Charges to Qualifying Facility	9.330

RATE

APPENDIX
C

SCHEDULE 1

PAYMENTS FOR AS-AVAILABLE ENERGY

Payments:

As-Available Energy is purchased at a unit cost, in cents per kilowatt-hour, based on the Company's actual hourly avoided energy costs which are calculated by the Company in accordance with the methodology described in Schedule 2 of this Appendix. Customer charges directly attributable to the purchase of As-Available Energy from the Qualifying Facility are deducted from the Qualifying Facility's total monthly energy payment. Avoided energy costs include incremental fuel and identifiable variable operation and maintenance expenses, and identifiable variable utility power purchases. An adjustment for line losses reflecting delivery voltage shall also be included. When interchange transactions take place, the incremental costs are calculated after the purchase or before the sale of the interchange energy. All sales shall be adjusted for losses from the point of metering to the point of interconnection.

Estimated As-Available Energy Cost:

Upon request by a qualifying facility or any interested person, each utility shall provide within 30 days its most current projections of its generation mix, fuel price by type of fuel, and at least a five-year projection of fuel forecasts to estimate future as-available energy prices as well as any other information reasonably required by the qualifying facility to project future avoided cost prices including, but not limited to, a 24-hour advance forecast of hour-by-hour avoided energy costs. The Company may charge an appropriate fee, not to exceed the actual cost of production and copying, for providing such information.

RATE

APPENDIX C
S

SCHEDULE 2

METHODOLOGY FOR CALCULATING AVOIDED ENERGY COSTS

Introduction:

A unit commitment computer program is utilized to determine the hourly avoided energy cost as the basis for purchase of as-available energy from qualifying facilities. All economic unit constraint and system requirements data necessary for program execution is based on real time data accumulated during the hour that energy was received.

Determination of Energy Block Size:

The energy received from all as-available QFs is determined by the Company's Meter Department for metered energy and the Company's Energy Control Department for telemetered energy. The Energy Control Department combines these inputs to determine the total energy received by the Company from QFs for the period. The energy block size will be the equivalent of this total divided by the number of hours in the period, rounded to the nearest five MW. The energy price payable to the QFs will be based on this energy block size. A time aligned matrix of energy received from each QF (excluding non-time-of-day QFs (less than 100 KW)) is produced from this data (Energy Received Matrix).

Unit Commitment Program Execution:

The Unit Commitment Program is executed with the following hourly input data for the desired period:

1. Unit constraint data to simulate actual unit operating conditions and availability.
2. Resource economic data consistent with the data used in the actual dispatch of energy resources. This includes a replacement cost of fuel based on an average forecast price from the Company's suppliers for oil, the price for interruptible gas, and the spot market price of coal.
3. System load and operating/spinning reserve requirements actually experienced.
4. Interchange purchases in the magnitude and at the average variable cost actually incurred. The cost of emergency purchases shall be assumed equal to that of the average unit cost of emergency purchases made during the prior twelve months' period for which emergency purchase information is available.

The unit commitment program is executed a second time for the same period with an increase in the hourly system load equal to the energy block size. All other data remain the same.

Determination of Energy Price:

A comparison of the unit commitment program executions described above produces the energy prices. The hourly cost of the second execution minus the corresponding hourly cost of the first execution equals the hourly energy cost avoided by the Company as a result of the energy supplied by the QFs. These hourly avoided energy costs will be arranged into a time aligned matrix of energy prices (Energy Price Matrix).

Determination of Identifiable Variable Operation & Maintenance Cost:

The Company's Fossil Plant Performance Department examines for a five year historic period all the Company's production operation and maintenance expenses excluding fuel costs and identifies the variable component. A ratio of variable costs to total O&M costs excluding fuel is derived for various fossil generating types. The appropriate ratio is applied to each fossil generating type's unit cost (on a KWH basis) for the most current twelve months' period to establish the current variable O&M unit cost for each generating type. These unit costs are then weighted according to the current twelve months' generation output of each generating type to determine the average current variable O&M unit cost.

**APPENDIX C
RATES****SCHEDULE 2
METHODOLOGY FOR CALCULATING AVOIDED ENERGY COSTS**

Page 2 of 2

Determination of Line Loss (Delivery Voltage) Adjustment:

The Company's average system line losses are analyzed annually for the prior calendar year, and delivery efficiencies are developed for the transmission, distribution primary, and distribution secondary voltage levels. This analysis is provided in the Company's semi-annual fuel cost recovery filing with the FPSC in Exhibit Schedule E1. An adjustment factor, calculated as the reciprocal of the appropriate delivery efficiency factor, is applicable to the above determined avoided costs to reflect the delivery voltage level at which QF energy is received by the Company.

Determination of Payment:

The actual payment to each QF for the period is determined by one of the following methods:

1. For QFs (less than 100 KW) Time-of-Day Metered

Average On-Peak and Off-Peak energy prices derived from the "Energy Price Matrix" are applied to the QF's corresponding On-Peak and Off-Peak energy contained in the "Energy Received Matrix." Added to this amount is an amount representing avoided variable O&M cost which is calculated by applying the Company's variable O&M cost per KWH to the total energy received by the Company from the QF. The total amount derived is then adjusted by the delivery voltage adjustment.

2. For QFs (less than 100 KW) Non-Time-of-Day Metered

The average Off-Peak energy price derived from the "Energy Price Matrix" is applied to the QF's energy contained in the "Energy Received Matrix." Added to this amount is an amount representing avoided variable O&M cost which is calculated by applying the Company's variable O&M cost per KWH to the total energy received by the Company from the QF. The total amount derived is then adjusted by the delivery voltage adjustment.

3. For QFs (100 KW or Greater) Hourly Metered

The "Energy Price Matrix" is applied to corresponding elements of the QF's "Energy Received Matrix." Added to this amount is an amount representing avoided variable O&M cost which is calculated by applying the Company's variable O&M cost per KWH to the total energy received by the Company from the QF. The total amount derived is then adjusted by the delivery voltage adjustment.

RATE

APPENDIX C
S

SCHEDULE 3

CHARGES TO QUALIFYING FACILITY

Customer Charges

The Qualifying Facility shall be billed \$74.42 monthly for the costs of meter reading, billing, and other appropriate administrative costs.

Operation, Maintenance, and Repair Charges:

The Qualifying Facility shall be billed monthly for the costs associated with the operation, maintenance, and repair of the interconnection. These include (a) the Company's inspections of the interconnection and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the Qualifying Facility if no sales to the Company were involved.

The Qualifying Facility shall pay a monthly charge equal to 0.50% of the Interconnection Costs less the Interconnection Costs Offset.

Taxes and Assessments:

The Qualifying Facility shall be billed or credited monthly an amount equal to the taxes, assessments, or other impositions, if any, for which the Company is liable as a result of its installation of facilities in connection with this Agreement, its purchase of As-Available Energy produced by the Qualifying Facility, or any other activity undertaken pursuant to this Agreement. Such amount billed shall not include any amounts (i) for which the Company would have been liable had it generated or purchased from other sources an equivalent amount of electric energy; or (ii) which are recovered by the Company.

**ATTACHMENT TO
INTERROGATORY # 83**

Tom Ballinger

From: Bob Trapp
Sent: Thursday, January 21, 2010 5:16 PM
To: Commissioners & Staffs
Cc: Beth Salak; Tom Ballinger; Mark Futrell
Subject: FW: JEA PPA
Attachments: First Amendment to juwi PPA executed August 19 2009.pdf; juwi solar PPA executed May 8, 2009.pdf

Per your request - attached please find the JEA contract with PSGE Solar Source, LLC which was discussed at the last Internal Affairs.

From: Mary Anne Helton
Sent: Thursday, January 21, 2010 5:04 PM
To: Bob Trapp; Curt Kiser
Cc: Tom Ballinger; Beth Salak
Subject: FW: JEA PPA

From: Cavey, Vickie P. - Director, Strategic Partnerships & Acquisitions [mailto:cavevp@jea.com]
Sent: Thursday, January 21, 2010 4:41 PM
To: Mary Anne Helton; Tom Ballinger
Subject: JEA PPA

Mary Ann and Tom,

Attached is the contract you requested. Please contact me with any questions. The project has since been purchased by PSEG Solar Source, LLC.

Sincerely,
Vickie Cavey
(904) 665-6383

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. JEA does not differentiate between personal and business e-mails. E-mail sent on the JEA system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact JEA by phone or in writing.

1/22/2010

EXECUTION VERSION

**RENEWABLE ENERGY
PURCHASE POWER AGREEMENT**

Dated as of May 8, 2009

Between

JEA

(Buyer)

and

JACKSONVILLE SOLAR LLC

(Seller)

TABLE OF CONTENTS

TABLE OF CONTENTS	ii
ARTICLE ONE: DEFINITIONS AND INTERPRETATION	1
1.1 Definitions.....	1
1.2 Interpretation.....	9
1.3 Legal Representation of Parties.....	10
1.4 Titles and Headings.....	10
1.5 Order of Precedence.....	10
ARTICLE TWO: TERM AND SURVIVAL.....	10
2.1 Term	10
2.2 Survival	11
ARTICLE THREE: PROJECT IMPLEMENTATION AND ACHIEVEMENT OF COMMERCIAL OPERATIONS.....	11
3.1 Development	11
3.2 Construction.....	11
3.3 Milestones.....	11
3.4 Independent Engineer Documents.....	11
3.5 Status Report	12
3.6 Start-Up Testing and Test Power	12
ARTICLE FOUR: ELECTRIC ENERGY DELIVERY.....	12
4.1 Delivery of Electric Energy.....	12
4.2 Delivery of Test Energy	12
4.3 Point of Sale	13
4.4 No Dispatch Rights of Buyer	13
4.5 Remote SCADA Monitoring.....	13
4.6 Emergency Conditions	13
4.7 Rights to Renewable Energy Green Attributes.....	13
ARTICLE FIVE: METERING; BILLING; PAYMENT.....	14
5.1 Metering Electricity.....	14
5.2 Adjustment for Inaccurate Meters.....	14
5.3 Billing.....	15
5.4 Payments	15
5.5 Intentionally Omitted	15
5.6 Billing Disputes.....	15
5.7 Examination of Records	16
ARTICLE SIX: OPERATION AND MAINTENANCE OF THE FACILITY	16
6.1 Standard of Operation	16
6.2 Permits and Licenses.....	16
6.3 Scheduled Maintenance.....	16
6.4 Interaction with Interconnected Utility System	18

6.5	Records	18
6.6	Access Rights	18
6.7	Reports	18
6.8	Changes in Technology	19
ARTICLE SEVEN: COMPENSATION		19
7.1	Contract Price	19
7.2	Energy Rate for Test Energy	19
7.3	Rates Not Subject to Review	19
7.4	Costs and Charges for Ownership and Operation	19
7.5	Compliance with Laws	19
ARTICLE EIGHT: ANCILLARY SERVICES		20
ARTICLE NINE: LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES		20
9.1	CONSEQUENTIAL DAMAGES	20
ARTICLE TEN: DISAGREEMENTS		20
10.1	Negotiations	20
10.2	Choice of Forum	20
10.3	Costs	20
10.4	Settlement Discussions	20
10.5	Obligations to Pay Charges and Perform	21
ARTICLE ELEVEN: ASSIGNMENT AND PROJECT FINANCING		21
11.1	Assignment	21
11.2	Consent to Assignment to Lender	21
11.3	Assignments Not in Accordance Herewith	21
ARTICLE TWELVE: DEFAULT, TERMINATION AND REMEDIES; NOTICE OF DEFAULT; RIGHT TO CURE		21
12.1	Seller Event of Default	21
12.2	Buyer Event of Default	23
12.3	Remedies	23
ARTICLE THIRTEEN: REPRESENTATIONS AND WARRANTIES		24
13.1	Representations and Warranties of Seller	24
13.2	Representations and Warranties of Buyer	26
ARTICLE FOURTEEN: INDEMNIFICATION		26
ARTICLE FIFTEEN: NOTICES		27
ARTICLE SIXTEEN: CONFIDENTIALITY		28
ARTICLE SEVENTEEN: FORCE MAJEURE		28
17.1	Definition	28
17.2	Obligations Under Force Majeure	29
17.3	No Economic Force Majeure	30
17.4	Extended Force Majeure Event After Commercial Operation	30
ARTICLE EIGHTEEN: INTERCONNECTION AND TRANSMISSION		31

18.1	Facilities.....	31
ARTICLE NINETEEN: TAXES		31
19.1	Applicable Taxes ..	31
19.2	Contested Taxes.....	31
19.3	Other Costs and Charges	31
19.4	Buyer's Tax Exempt Bond Covenants.....	32
ARTICLE TWENTY: MISCELLANEOUS PROVISIONS.....		32
20.1	Non-Waiver	32
20.2	Relationship of Parties.....	32
20.3	Successors and Assigns	32
20.4	Governing Laws	32
20.5	Counterparts.....	32
20.6	Third Party Beneficiaries.....	32
20.7	Venue.....	32
20.8	Several Obligations.....	32
20.9	Partial Invalidity.	33
20.10	Media	33
ARTICLE TWENTY-ONE: ENTIRE AGREEMENT AND AMENDMENTS		33

APPENDICES

Appendix A	Description of Facility/Interconnection Facilities
Appendix B	One Line Diagram
Appendix C	Energy Rate Payment Schedule
Appendix D	Lease Agreement
Appendix E	Performance Test
Appendix F	Insurance Coverages

RENEWABLE ENERGY PURCHASE POWER AGREEMENT

THIS RENEWABLE ENERGY PURCHASE POWER AGREEMENT (including all Appendices, this "Agreement") dated as of May 8, 2009 is entered into between JEA, a body politic and corporate ("Buyer"), and Jacksonville Solar LLC, a Delaware limited liability company ("Seller"). Buyer and Seller are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, Seller, a wholly-owned subsidiary of Juwi solar Inc., will develop, construct, own and operate a solar electric generating facility with a designed output of approximately 12.6 MW AC (the "Facility," as more fully described and defined below);

WHEREAS, Seller intends to locate the Facility at the Site (as defined below), which Seller has leased from JEA pursuant to a lease agreement between Seller and JEA, dated as of April 10, 2009 (as amended from time to time, the "*Lease*") and attached to this Agreement as Appendix D, the terms and conditions of which are incorporated herein by reference;

WHEREAS, Seller intends to interconnect the Facility with the Interconnected Utility (as defined below) as provided for in a separate Interconnection Agreement;

WHEREAS, Buyer having an obligation to provide Electric Energy to the Greater City of Jacksonville solicited a Request for Proposals for Renewable Energy Generation (Wind and Solar Only) dated March 17, 2008 (the "*RFP*"), and Seller did propose to provide Buyer for a fee certain Electric Energy services of quality and quantity outlined in Seller's Technical and Pricing Proposals dated May 16, 2008 (the "*Technical Proposal*");

WHEREAS, Seller anticipates the Initial Commercial Operation Date of Facility will occur on or prior to April 30, 2010 and the Full Commercial Operation Date of Facility will occur on or prior to August 31, 2010; and

WHEREAS, Buyer desires to receive and purchase, and Seller desires to deliver and sell all of the Electric Energy from the Facility (including all Environmental Attributes therefrom), pursuant to this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties hereto agree as follows:

ARTICLE ONE: DEFINITIONS AND INTERPRETATION.

1.1 Definitions. As used in this Agreement, the terms set forth below in this Section 1 shall have the respective meanings so set forth.

"AC" means alternating current.

"Affected Party" has the meaning set forth in Section 17.1.

“Affiliate” means, when used with respect to any Person, any Person controlling, controlled by or under common control with such Person. For the purposes of this definition, the term “controlling” (and, with correlative meanings, the terms “controlled by” and “under common control with”) shall mean (i) the possession of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or agency or otherwise or (ii) the power to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the shares of the controlled Person .

“Ancillary Services” means those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Distribution Provider's Distribution System in accordance with Good Utility Practice, in each case, to the extent commonly sold or saleable from a solar photovoltaic facility comparable to the Facility and, in each case, to the extent that the assets comprising the Facility are Eligible to provide such services. These services as defined by the Federal Energy Regulatory Commission include: Scheduling, System Control and Dispatch Service, Reactive Supply and Voltage Control from Generation Sources, Service Regulation and Frequency Response, Service Energy Imbalance, Service Operating Reserve - Spinning Reserve, Service Operating Reserve - Supplemental Reserve Service.

“Bankruptcy” means any case, action or proceeding under any bankruptcy, reorganization, debt arrangement, insolvency or receivership law or any dissolution or liquidation proceeding commenced by or against a Person and, if such case, action or proceeding is not commenced by such Person, such case or proceeding shall be consented to or acquiesced in by such Person or shall result in an order for relief.

“Bankruptcy Event” means with respect to a Party, an assignment by such Party for the benefit of creditors or the filing of a case in Bankruptcy or any proceeding under any other insolvency law under which such Party is debtor in bankruptcy.

“Business Day” means any day except a Saturday, Sunday, a Federal Reserve Bank holiday or NERC Holidays. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business.

“Buyer Event of Default” has the meaning specified in Section 12.2.

“Change in Technology” means a change in technology that is applicable to the Facility which will materially alter the methods used in the operation of the Facility so as to materially increase the output of the Facility, or to materially reduce the costs of operation of the Facility.

“Commission” or ***“Commissioning”*** as applicable, means the Start-Up Testing process leading up to the Initial Commercial Operation Date.

“Confidential Information” has the meaning specified in Section 16.

“Contract Price” means the price in \$U.S.to be paid by Buyer to Seller for the purchase of the Electric Energy (including Environmental Attributes and Green Tags), as specified in Section 7.1.

“Default Rate” means the one-month “LIBOR” as published from time to time in the “Money Rates” section of *The Wall Street Journal*, plus 3.0% (300 basis points) per annum.

“Distribution Provider” shall have the meaning set forth in the Interconnection Agreement.

“Distribution System” shall have the meaning set forth in the Interconnection Agreement.

“Effective Date” means the date of this Agreement.

“Electric Energy” means electric energy output from the Facility (net of Facility station service and auxiliaries) delivered to Buyer by Seller at the Point of Delivery from and after the Initial Commercial Operation Date in accordance with the terms of this Agreement.

“Eligible” means eligible and capable based on the then-existing design and other characteristics (including equipment and interconnection) of the Facility, without requirement for Seller to take any actions other than actions that are administrative in nature.

“Emergency Condition” means an emergency condition or situation which (i) in the sole judgment of the Seller, Interconnected Utility or Buyer presents an imminent physical threat of danger to life, or significant threat to health or property or (ii) in the sole judgment of the Interconnected Utility could cause a significant disruption on or significant damage to the Interconnected Utility's System (or any material portion thereof) or the transmission system of a third party (or any material portion thereof) or (iii) is otherwise described as an emergency condition in the Open Access Transmission Service Tariff of the Interconnected Utility, as it may be amended and approved by FERC.

“Energy Rate” has the mean set forth in Section 7.1.

“Environmental Attributes” means any and all credits, benefits, emission reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil, or water, which are deemed of value by Buyer. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil or water such as (subject to the foregoing) sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change or other recognized environmental agency to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere. Environmental Attributes do not include Investment Tax Credits or certain other financial incentives existing now or in the future associated with the construction, operation or ownership of the Facility or that are otherwise available to an investor in or purchaser of solar energy property.

“Environmental Impact” means any cost, damages, expense, liability, obligation or other responsibility arising from or under any Legal Requirement or occupational safety and health law, including those consisting of or relating to:

(a) any environmental, health or safety matter or condition (including on-site or off-site contamination, occupational safety and health and regulation of any chemical substance or product);

(b) any fine, penalty, judgment, award, settlement, legal or administrative proceeding, damages, loss, claim, demand or response, remedial or inspection cost or expense arising under any Legal Requirement or occupational safety and health law;

(c) financial responsibility under any Legal Requirement or occupational safety and health law for cleanup costs or corrective action, including any cleanup, removal, containment or other remediation or response actions ("Cleanup") required by any Legal Requirement or occupational safety and health law (whether or not such Cleanup has been required or requested by any Governmental Agency or any other person) and for any natural resource damages; or

(d) any other compliance, corrective or remedial required under any Legal Requirement or occupational safety and health law.

"Facility" means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, metering, lighting fixtures, grounding and lightning protection, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in Appendix A, and which is (i) interconnected with the Interconnected Utility, (ii) installed at the Site, and (iii) when completed, will have a total Net Output estimated to be approximately 12.6 MWs AC.

"FERC" means the Federal Energy Regulatory Commission or its successor.

"Force Majeure Event" has the meaning set forth in Section 17.1.

"Force Majeure Period" means any period during which a Force Majeure Event affecting Seller occurs that precludes wholly or in part the capability of the Facility to deliver Electric Energy as required hereunder.

"Forced Outage" means an unplanned outage that requires either immediate removal of an inverter within the Facility from service, removal within six (6) hours or removal from service before the end of the next weekend as also defined by NERC.

"FRCC" means Florida Reliability Coordinating Council.

"Full Commercial Operation Date" means the date that Seller provides notification to Buyer of Seller's declaration that all of the following conditions have occurred or otherwise been satisfied.

(1) An officer of Seller specifically familiar with the Facility has certified the designed output of the entire Facility as approximately 12.6 MW AC; and

(2) All remaining Solar Units comprising the Facility have been energized and are generating Electric Energy in a safe and reliable manner.

“Good Utility Practice” means any of the practices, methods and acts (including those that would be implemented and followed by a prudent operator of solar generating facilities similar to the Facility in the United States during the relevant time period) which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have reasonably been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice shall not be limited to the optimum practice, method, or act to the exclusion of all others, but rather shall be a range of possible practices, methods, or acts generally accepted in the region.

“Government Agency” means any federal, state, local, territorial or municipal government, governmental department, commission, board, bureau, agency, instrumentality, judicial or administrative body (or any agency, instrumentality or political subdivision thereof) having jurisdiction over the Buyer, Seller, the Facility, or the Interconnected Utility, or any official of the foregoing.

“Governmental Approval” means any authorization, consent, ratification, waiver, registration, approval, license, ruling, permit, exemption, filing, variance, order, judgment, decree, publication, notice to, declarations of or with or regulation by or with, or issued, granted, or given by any Government Agency relating to the acquisition, ownership, occupation, construction, Commissioning, operation or maintenance of the Facility or to the execution, delivery or performance of this Agreement.

“Governing Documents” means with respect to any particular entity, (a) if a corporation, the articles or certificate of incorporation and the bylaws; (b) if a general partnership, the partnership agreement and any statement of partnership; (c) if a limited partnership, the limited partnership agreement and the certificate of limited partnership; (d) if a limited liability company, the articles of organization and operating agreement; (e) if another type of person, any other charter or similar document adopted or filed in connection with the creation, formation or organization of the person; (f) all equity holders' agreements, voting agreements, voting trust agreements, joint venture agreements, registration rights agreements or other agreements or documents relating to the organization, management or operation of any person or relating to the rights, duties and obligations of the equity holders of any person; and (g) any amendment or supplement to any of the foregoing.

“Green Tags” means (i) the Environmental Attributes associated with the energy generated from the Facility, together with (ii) the Green Tag Reporting Rights associated with such energy and Environmental Attributes. One Green Tag represents the Environmental Attributes made available by the generation of 1 MWh from the Facility.

“Hazardous Material” means any substance, material or waste which is or will foreseeably be regulated by any Governmental Agency, including any material, substance or waste which is defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” “restricted hazardous waste,” “contaminant,” “toxic waste” or “toxic substance” under any provision of any Legal Requirement, and including petroleum, petroleum products, asbestos, presumed asbestos-containing material or asbestos-containing material, urea, formaldehyde and polychlorinated biphenyls.

“Initial Commercial Operation Date” means the date that Seller provides notification to Buyer of Seller’s declaration that all of the following conditions have occurred or otherwise been satisfied:

- (1) Start-Up Testing of the Initial Solar Units comprising the Facility shall have been completed in accordance with Section 3.6 hereof, and Seller shall have delivered to Buyer the certificate required by Section 3.6(c);
- (2) Seller has satisfied all requirements of the Interconnection Agreement, all required Interconnection Facilities have been constructed and all required interconnection tests have been completed;
- (3) The Facility has been physically interconnected with the Buyer’s electric distribution lines;
- (4) The Initial Solar Units comprising the Facility have been energized and are generating Electric Energy in a safe and reliable manner; and
- (5) Seller has submitted to Buyer a certificate of an officer of Seller specifically familiar with the Facility stating, after due inquiry, that all Governmental Approvals required to operate the Facility in compliance with applicable Legal Requirements and this Agreement have been obtained and are in full force and effect, and that Seller is in compliance with the terms and conditions of this Agreement in all material respects.

“Initial Solar Units” means Solar Units having a nameplate generating capacity of 5.04 MW AC.

“ISO” or ***“Independent System Operator”*** means any Person, other than the Distribution Provider that becomes responsible as system operator for the Interconnected Utility System.

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

“Interconnected Utility” means JEA or its successors and assigns; such assigns may include an ISO or any other entity operating a control area that includes the Interconnected Utility System.

“Interconnected Utility System” means the electric distribution system owned by JEA.

“Interconnection Agreement” means the small generator interconnection agreement to be entered into separately between Seller and the Interconnected Utility providing the construction and operation of the Interconnection Facilities at the Point of Interconnection and providing services from the Point of Interconnection to the Point of Delivery.

“Interconnection Cost Adder” shall have the meaning set forth in Appendix C.
“Interconnection Facilities” means the interconnection facilities that will connect the Facility with the Interconnected Utility System, as more fully described in the Interconnection Agreement.

“Interconnection Upgrade Costs” shall have the meaning set forth in Section 18.1.

“Investment Tax Credits” means investment tax credits under Section 48 of the Internal Revenue Code as in effect from time to time during the term of this Agreement or any successor or other provision providing for a federal tax credit available to an investor in or purchaser of solar energy property and any state tax credit, rebate or other financial incentive available to an investor in or purchaser of solar energy property for which the Facility is eligible.

“kW” means kilowatt.

“kWh” means kilowatt-hour.

“Knowledge” means that an individual will be deemed to have knowledge of a particular fact or other matter if:

- (a) that individual is actually aware of that fact or matter; or
- (b) a prudent individual could reasonably be expected to discover or otherwise become aware of that fact or matter in the course of conducting a reasonably comprehensive investigation regarding the accuracy of any representation or warranty contained in this Agreement.

A person (other than an individual) will be deemed to have Knowledge of a particular fact or other matter if any individual who is serving, or who has at any time served, as a director, officer, partner, executor or trustee of that person (or in any similar capacity) has, or at any time had, Knowledge of that fact or other matter (as set forth in (a) and (b) above), and any such individual (and any individual party to this Agreement) will be deemed to have conducted a reasonably comprehensive investigation regarding the accuracy of the representations and warranties made herein by that person or individual.

“Lease” has the meaning set forth in the recitals to this Agreement.

“Legal Requirement” means any federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, regulation, statute or treaty.

“Lenders” means with respect to the Seller (i) any person or entity that, from time to time, has made loans or equity investments to the Seller, its permitted successors or Permitted Assignees for the debt and/or equity financing or refinancing of the development, construction, ownership, leasing, operation or maintenance (including working capital) of the Facility, whether that financing or refinancing takes the form of private debt or equity, public debt or equity or any other form. (ii) any holder of indebtedness of the Seller, (iii) any person or entity acting on behalf of such holder(s) to which any holders' rights under financing documents have been transferred, any trustee or agent on behalf of any such holders, or (iv) any Person who purchases the Facility in connection with a sale-leaseback or other lease arrangement in which the Seller is the lessee of the Facility pursuant to a net lease.

“Liabilities” has the meaning set forth in Section 14.

"Maintenance Outage" means an outage that can be deferred beyond the end of the next weekend but requires that the unit be removed from service before the next planned outage as also defined by NERC.

"MW" means megawatt.

"MWh" means megawatt-hour.

"Nameplate Capability Rating" means the maximum capability of the Facility, expressed in MW AC, when operated consistent with the manufacturer's recommended power factor and operating parameters.

"NERC" means the North American Electric Reliability Council, or its successor.

"NERC Holidays" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and other holidays observed by NERC.

"Net Output" means all energy produced by the Facility and delivered at the Point of Delivery, less station use and less transformation and transmission losses and other adjustments, if any.

"Performance Ratio" means 80.9%, as measured pursuant to the performance test procedures described on Appendix E to this Agreement.

"Permitted Assignee" means a Person having at least two (2) years experience in the operations and maintenance of electrical generation facilities similar to the Facility and having a level of creditworthiness equivalent to or better than Seller, which Person shall be reasonably acceptable to Buyer.

"Person" means any individual, firm, corporation, partnership, joint venture, limited liability company, association, joint stock company, trust, unincorporated organization, entity, or other enterprise, government or other political subdivision.

"Planned Outage, major" means an outage that is scheduled well in advance and is of a predetermined duration, lasts for several weeks and occurs only once or twice per year.

"Point of Delivery" means, for Electric Energy delivered from the Facility, the point of which the Buyer takes receipt of the electric energy as identified in Appendix B.

"Point of Interconnection" means, for Electric Energy, the point of Seller's electric connection to Buyer's Interconnected Utility System. When Seller's facilities tie directly to Buyer then Point of Interconnection and Point of Delivery shall be the same.

"Reporting Month" shall have the meaning given to that term in Section 6.7

"Revenue Meter" means the meter which measures power flow in kilowatt-hours from the Facility to the Interconnected Utility System and is used for purposes of calculating the Contract Price set forth in Section 7.1.

"RFP" has the meaning set forth in the recitals to this Agreement.

"Seller Event of Default" has the meaning specified in Section 12.1.

"Site" means the real property on which the Facility is located.

"Solar Units" means the equipment necessary for the Facility to collect sunlight at the Site and convert it into electricity. Solar Units includes photovoltaic arrays, inverters, transformers and related equipment.

"Start-Up Testing" means the completion of required factory and start-up tests in accordance with the terms of Section 3.6 of this Agreement.

"Target Full Commercial Operation Milestone" means August 31, 2010, as such date may be extended day-for-day due to Force Majeure Events as defined by Section 17.

"Target Initial Commercial Operation Milestone" means April 30, 2010, as such date may be extended day-for-day due to Force Majeure Events as defined by Section 17.

"Tax" means any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit, customs, vehicle, airplane, boat, vessel or other title or registration, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative, add-on minimum and other tax, fee, assessment, levy, tariff, charge or duty of any kind whatsoever and any interest, penalty, addition or additional amount thereon imposed, assessed or collected by or under the authority of any Government Agency or payable under any tax-sharing agreement or any other contract.

"Technical Proposal" has the meaning set forth in the recitals to this Agreement.

"Term" has the meaning specified in Section 2.1.

"Test Energy" means Electric Energy output from the Facility delivered to Buyer from Seller during Start-Up Testing and before the Initial Commercial Operation Date in accordance with the terms of this Agreement.

1.2 Interpretation. In this Agreement, unless a clear contrary intention appears:

1.2.1 the singular number includes the plural number and vice versa;

1.2.2 reference to any Person includes such Person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

1.2.3 reference to any gender includes each other gender;

1.2.4 reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof;

1.2.5 reference to any Legal Requirement means such Legal Requirement as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder;

1.2.6 reference to any Section or Appendix means such Section of this Agreement or such Appendix to this Agreement, as the case may be, and references in any Section or definition to any clause means such clause of such Section or definition;

1.2.7 “hereunder”, “hercof”, “hereto” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof or thereof;

1.2.8 “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term;

1.2.9 relative to the determination of any period of time, “from” means “from and including”, “to” means “to but excluding” and “through” means “through and including”; and

1.2.10 reference to time shall always refer to prevailing Eastern Time, i.e., standard time or daylight time as applicable in Duval County, Florida.

1.3 Legal Representation of Parties. This Agreement was negotiated by the Parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof or thereof.

1.4 Titles and Headings. Section and Appendix titles and headings in this Agreement are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

1.5 Order of Precedence. In the event of a conflict between any of the terms of this Agreement, the conflict shall be resolved by giving priority to the terms in the following order of precedence: (1) Sections 1-21, (2) the Lease, (3) the Appendices in the order in which they appear in this Agreement (excluding Appendix D), (4) the RFP, and (5) the Technical Proposal.

ARTICLE TWO: TERM AND SURVIVAL

2.1 Term. This Agreement shall have a term (the “Term”) commencing on the Effective Date and ending twenty-five (25) years after the Full Commercial Operation Date (the “Initial Term”) unless otherwise extended or terminated in accordance with the provisions of this Agreement, but shall not extend beyond August 31, 2036 unless the Parties agree to extend the Initial Term by mutual agreement.

2.2 Survival. The provisions of Section 1 (Definitions and Interpretation), Section 6.5 (Records), Section 9 (Limitation of Liability and Exclusive Remedies), Section 10 (Disagreements), Section 12 (Default, Termination and Remedies; Notice of Default), Section 14 (Indemnification), Section 16 (Confidentiality), Section 20 (Miscellaneous Provisions), and Section 21 (Entire Agreement and Amendments) shall survive the termination of this Agreement.

ARTICLE THREE. PROJECT IMPLEMENTATION AND ACHIEVEMENT OF COMMERCIAL OPERATIONS

3.1 Development. Seller shall (i) use all commercially reasonable efforts to develop, engineer, procure, construct, and Commission the Facility, in accordance with all Legal Requirements and Good Utility Practice, (ii) achieve the Full Commercial Operation Date on or prior to the Target Full Commercial Operation Date, and (iii) apply for and obtain all Governmental Approvals and all renewals thereof as are required for Seller to perform its obligations under this Agreement, including environmental permits.

3.2 Construction. Seller shall complete, or cause the completion of, the design, construction, installation, and Commissioning of the Facility in a manner consistent with Good Utility Practices.

3.3 Milestones. Seller's ability to meet milestones before the Full Commercial Operation Date and to deliver energy by the Target Full Commercial Operation Date is important. Therefore, the Parties specifically agree that Seller shall use commercially reasonable efforts to achieve the following milestones:

- (a) By December 31, 2009, Seller shall demonstrate to Buyer that Seller has obtained all Government Approvals required pursuant to any Legal Requirement;
- (b) By April 30, 2010, Seller shall achieve the Target Initial Commercial Operation Date and Seller shall have provided Buyer with the necessary certificates identified in Section 1.1, "Initial Commercial Operation Date".
- (c) By August 31, 2010, Seller shall achieve the Target Full Commercial Operation Date and Seller shall have provided Buyer with the necessary certificates identified in Section 1.1, "Full Commercial Operation Date".

If Seller is unable, despite using commercially reasonable efforts, to obtain the permits or financing necessary to construct or operate the Facility or if Seller is unable to negotiate an Interconnection Generation Agreement, Buyer or Seller shall have the right to terminate this Agreement. In such event, neither Party shall be liable for any damages. In the event of termination by either Party pursuant to this paragraph, the Lease shall also terminate.

3.4 Independent Engineer Documents. Seller agrees to provide Buyer with copies of any information and supporting data relating to the satisfaction of the foregoing milestones to the extent obtained from any independent engineering firm selected by Seller and/or the Facility Lender. In addition, Buyer shall have the right, at its cost, to have a qualified independent

engineering firm review the information submitted by Seller under this Section in order to confirm the adequacy or accuracy of the information provided by Seller

3.5 Status Report. Starting thirty (30) days after the Effective Date, Seller shall report to Buyer, each month, on the construction status and shall provide a report on Seller's progress toward achieving the milestone schedule included in Section 3.3. Such report shall, at a minimum, provide a schedule showing Facility permit status, items completed and to be completed, the expected Initial Commercial Operation Date, the expected Full Commercial Operation Date and the estimated percentage of completion for the Facility.

3.6 Start-Up Testing and Test Power.

(a) Seller anticipates that prior to the Initial Commercial Operation Date the Facility will require between 200-340 hours for Commissioning purposes during which Seller will generate Test Energy. Buyer shall purchase all Test Energy at the rate in Section 7.2 of this Agreement. Seller will provide a weekly test schedule, and a minimum of 24 hours notice prior to each test. In addition, Seller shall give an estimate of the kWh to be generated and the duration of the test prior to each test.

(b) Seller must provide five (5) Business Days' written notice to Buyer before the start of the Start-Up Testing period. If the operation of the Facility is interrupted during this initial testing period or any subsequent testing period, the Facility shall start a new consecutive 5-day testing period and Seller shall provide Buyer 24 hours written notice before the start of such testing period.

(c) After Buyer has received notice of the completion of Start-Up Testing, Seller shall deliver to Buyer a certificate from an officer of Seller that is familiar with the Facility stating that the Facility has operated for testing purposes under this Agreement (and in accordance with the applicable provisions of Appendix E), uninterrupted for a period of 5 consecutive days at the Performance Ratio.

ARTICLE FOUR: ELECTRIC ENERGY DELIVERY

4.1 Delivery of Electric Energy. Subject to the terms and conditions of this Agreement, Seller shall sell, make available and deliver at the Point of Delivery and Buyer shall receive and purchase from Seller at the Point of Delivery, all Electric Energy tendered by Seller at a rate up to 12.6 MW AC, 24 hr/day, 365 days per year. All Electric Energy shall be measured by the Revenue Meter, and shall meet the specifications of the Interconnected Utility. In the event that electricity delivered by Seller hereunder fails to conform to the specifications of the Interconnected Utility, Seller shall (as soon as reasonably practicable after becoming aware thereof) notify Buyer of the same and of its best good faith estimate of the duration and extent of such failure to conform, and Seller shall attempt to cure such failure as soon as reasonably practicable thereafter. For the avoidance of doubt, beginning on the Initial Commercial Operation Date, Seller shall deliver all Electric Energy generated by the Facility to the Point of Delivery.

4.2 Delivery of Test Energy. Subject to the terms and conditions of this Agreement, Seller shall sell, make available and deliver at the Point of Delivery and Buyer shall receive and

purchase from Seller at the Point of Delivery, all Test Energy tendered by Seller prior to the Initial Commercial Operation Date of the Facility.

4.3 Point of Sale, Title and Risk of Loss. The point of sale of Electric Energy and associated Environmental Attributes shall be at the Point of Delivery and shall be delivered to Buyer free and clear of all liens, claims and encumbrances. Title to and risk of loss with respect to such Electric Energy and associated Environmental Attributes shall transfer from Seller to Buyer upon delivery of such Electric Energy at the Point of Delivery. Buyer shall be responsible for any transmission beyond the Point of Delivery. Seller shall be deemed to be in exclusive control of, and responsible for, any damage or injury caused by the Electric Energy up to and at the Point of Delivery. Buyer shall be deemed to be in exclusive control of, and responsible for, any damages or injury caused by, the Electric Energy from and after the Point of Delivery.

4.4 No Dispatch Rights of Buyer. Buyer shall not have any Dispatch rights whatsoever and shall take and pay for all Electric Energy tendered by Seller in accordance with this Agreement.

4.5 Remote SCADA Monitoring. Seller shall furnish data communication ports and associated cabling on its SCADA ("Supervisory Control and Data Acquisition") control system(s) such that Buyer may remotely monitor (read only) selected operating data for the Facility. Buyer shall be responsible for all data communication equipment from the data communications port interface to the point of remote monitoring, including the cost of equipment purchase, installation, operations, maintenance and upkeep. Seller shall furnish or shall cause to be furnished in a timely fashion the necessary interface protocol requirements and specifications of its control system such that Buyer may specify its compatible equipment. Seller shall have the right and opportunity to review and approve the specification of the first interface and protective devices of the Buyer to assure that such devices are compatible with and shall not interfere with Seller's control system(s), and such approval shall not be unreasonably withheld. The data to be sampled, transmitted, and monitored shall include everything that is essential to Buyer's Dispatch of Buyer's own generating pool.

4.6 Emergency Conditions. During an Emergency Condition, Seller may increase, reduce, curtail or interrupt electrical generation at the Facility in accordance with Good Utility Practice or take other appropriate action in accordance with the applicable provisions of the Interconnection Agreement which in the reasonable judgment of the Interconnected Utility may be necessary to operate, maintain and protect the Interconnected Utility System during an Emergency Condition or in the reasonable judgment of Seller may be necessary to operate, maintain and protect the Facility during an Emergency Condition.

4.7 Rights to Renewable Energy Green Attributes. The Seller hereby certifies that the Electric Energy being sold by the Seller to the Buyer is being generated from a solar resource ("Green Electricity"). Seller agrees that the Buyer shall receive any and all Environmental Attributes of the Green Electricity being purchased pursuant to this Agreement by purchase of the Electric Energy, including, but not limited to, any Green Tags, carbon dioxide credits, renewable energy credits or other similar rights or benefits attributable to Green Electricity.

ARTICLE FIVE: METERING; BILLING; PAYMENT

5.1 Metering Electricity. All Electric Energy delivered by Seller to Buyer from the Facility under this Agreement shall be metered by the Revenue Meter. Seller and Buyer will maintain the Revenue Meter according to Good Utility Practice and all Legal Requirements.

The Buyer will provide the actual Revenue Meter which will be installed by the Buyer into the panel owned, operated, and maintained exclusively by the Buyer. The Seller is required to provide open access to the Revenue Meter and associated telemetry.

All recurring telecommunications service charges for the Revenue Meter shall be contracted for and provided by the Buyer, except that any physical facilities (including phone line installation charges) shall be the responsibility of the Seller.

5.1.1 Meter Testing. The Revenue Meters shall be tested by the Buyer at least once each year at Buyer's expense and at any other reasonable time upon request by either Party, at the requesting Party's expense; provided, however, Buyer shall have no obligation to pay for any such test if such test results in a re-calibration of meters. Buyer shall give Seller at least fourteen (14) days notice of any testing of the Revenue Meters. Seller shall have the right to be present during all testing and shall be furnished all testing results on a timely basis.

5.1.2 Inaccurate Meters. If testing of the Revenue Meters indicates that an inaccuracy of more than $\pm 0.5\%$ in measurement of Electric Energy has occurred, the affected Revenue Meter shall be re-calibrated promptly to register accurately within the Revenue Meter manufacturer stated tolerances. Each Party shall comply with any reasonable request of the other concerning the sealing of meters, the presence of a representative of the other Party when the seals are broken and the tests are made, and other matters affecting the accuracy of the measurement of Electric Energy. If either Party believes that there has been a meter failure or stoppage, it shall immediately notify the other Party.

5.1.3 Failed Meters. If, for any reason, any Revenue Meter is out of service or out of repair so that the amount of Electric Energy delivered cannot be ascertained or computed from the readings thereof, the Electric Energy delivered during the period of such outage shall be computed from the BackUp Meter owned by the Seller and agreed upon by the Parties hereto and any failure to agree shall be subject to resolution in accordance with Section 10.

5.2 Adjustment for Inaccurate Meters. If a Revenue Meter fails to register, or if the measurement made by a Revenue Meter is found upon testing to be inaccurate by more than $\pm 0.5\%$ in measurement, an adjustment shall be made correcting all measurements by the inaccurate or defective Revenue Meter for both the amount of the inaccuracy and the period of inaccuracy, in the following manner:

5.2.1 As may be mutually agreed upon by the Parties in writing, or

5.2.2 In the event that the Parties cannot agree on the amount of the adjustment necessary to correct the measurements made by any inaccurate or defective Revenue Meter, the Parties shall use Seller's backup metering to determine the amount of such inaccuracy. Seller's

backup metering shall be tested and maintained in accordance with the provisions of Section 5.1. In the event that Seller's backup metering also is found to be inaccurate by more than the allowable limits set forth in Section 5.2, the Parties shall mutually agree to estimate the amount of the necessary adjustment on the basis of deliveries Electric Energy during periods of similar operating conditions when the Revenue Meter was registering accurately.

5.2.3 In the event that the Parties cannot agree on the actual period during which the Revenue Meter(s) made inaccurate measurements, the period during which the measurements are to be adjusted shall be the shorter of (i) the last one-half of the period from the last previous test of the Revenue Meter to the test that found the Revenue Meter to be defective or inaccurate, or (ii) the one hundred eighty (180) days immediately preceding the test that found the Revenue Meter to be defective or inaccurate.

5.2.4 To the extent that the adjustment period covers a period of deliveries for which payment has already been made by Buyer, Seller shall use the corrected measurements as determined in accordance with Sections 5.2.1, 5.2.2, or 5.2.3 hereof to re-compute the amount due for the period of inaccuracy and shall subtract the previous payments by Buyer for this period from such re-computed amount. If the difference is a positive number, the difference shall be paid by Buyer to Seller; if the difference is a negative number, that difference shall be either paid by Seller to Buyer directly or paid in the form of an offset to payments due Seller by Buyer hereunder at Buyer's sole option. Adjustment of such difference by the owing Party shall be made not later than thirty (30) days after the owing Party receives notice of the amount due, unless Buyer elects payment via an offset.

5.3 Billing. Within ten (10) days after the last day of each month during the Term, Seller shall render a statement to Buyer for the amounts due in respect of such month under Section 7, which statement shall contain reasonable detail showing the manner in which the applicable charges were determined.

5.4 Payments. The amount due to Seller as shown on any monthly statement rendered by Seller pursuant to Section 5.3 shall be paid by Buyer by electronic wire transfer to an account specified by Seller within thirty (30) days after the date such statement is received by Buyer. Any amount not paid by Buyer when due shall bear interest at the Default Rate from the date that the payment was due until the date payment by Buyer is made.

5.5 Intentionally Omitted.

5.6 Billing Disputes. If either Party, in good faith, disputes any amounts due pursuant to an invoice rendered pursuant to this Agreement, such Party shall notify the other Party of the specific basis for the dispute and, if the invoice shows an amount due, shall pay that portion of the statement that is undisputed, on or before the due date. Any such notice shall be provided within 12 months of the date of the invoice in which the error first occurred. If any amount disputed by such Party is determined to be due to the other Party, or if the Parties resolve the payment dispute, the amount due shall be paid within 30 days of such determination or resolution, along with interest accrued at the Default Rate from the date due until the date paid.

5.7 Examination of Records. Each Party (and its representative(s)) has the right, at its sole expense, upon reasonable notice and during normal working hours, to have an independent third party examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation relating to the output of Electric Energy. If requested, a Party shall provide to the other Party statements evidencing the amounts of Electric Energy delivered at the Point of Delivery.

ARTICLE SIX: OPERATION AND MAINTENANCE OF THE FACILITY

6.1 Standard of Operation

6.1.1 Operation and Maintenance. Seller shall manage, control, operate and maintain the Facility in a manner consistent with Good Utility Practice, in accordance with (a) the practices, methods, acts, guidelines, standards and criteria of FRCC, NERC, the ISO and any successors to the functions thereof; (b) the requirements of the Interconnection Agreement; (c) all applicable Legal Requirements; and (d) all necessary governmental permits required for the performance of Seller's obligations under this Agreement.

6.1.2 Intentionally Omitted.

6.1.3 Insurance. Seller agrees to obtain and maintain the insurance coverages required by the Lease prior to commencing any construction activity on the Project Site. Before beginning energy delivery to Buyer, Seller shall procure and maintain at its sole expense, the following insurance, in the specific amounts of coverage as set forth in Appendix F: Workers' Compensation, Employer's Liability, General Liability, Automobile Liability and All-Risk Property Damage (Seller's property, plant and equipment). Seller shall include a Waiver of Subrogation on all required insurance in favor of Buyer, its board members, officers, employees, agents, successors and assigns. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to Buyer. Certificates evidencing the maintenance of Seller's insurance shall be mailed to Buyer (Attn: Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139. The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by Buyer.

6.2 Permits and Licenses. Seller will obtain and maintain all certifications, permits, licenses and Government Approvals necessary to operate and maintain the Facility and to perform its obligations under this Agreement during the Term and required pursuant to any and all Legal Requirements.

6.3 Scheduled Maintenance

Buyer understands that Seller shall shut down the Facility for maintenance as conditions require. The Parties shall mutually agree to an annual schedule of all scheduled maintenance that results in a curtailment of Buyer's allotment. This schedule shall be established by the Parties on or before July 1 of each year the Agreement is in effect. Seller shall also notify Buyer

immediately of any changes to the annual maintenance schedule. To the extent possible, Buyer and Seller shall coordinate maintenance outages to off-peak periods of the year.

Major Planned Outages – No Planned Outage may be scheduled to occur during any portion of the months of December, January, February, June, July, August or September, except to the extent such Planned Outage is consistent with or required by any manufacturers' recommendations or warranties.

Maintenance Outages – Whenever Seller reasonably determines that it is necessary to schedule a Maintenance Outage, Seller shall notify Buyer of the proposed Maintenance Outage at least five (5) days before the outage begins. Upon such notice, the Parties shall plan the Maintenance Outage to mutually accommodate the reasonable requirements of Seller and the service obligations of Buyer. Notice of a proposed Maintenance Outage shall include the expected start date of the Maintenance Outage, the amount of generation capability of the Facility that will not be available, and the expected completion date of the Maintenance Outage. Seller shall give Buyer notice of the Maintenance Outage as soon as the Seller determines that the Maintenance Outage is necessary. Buyer shall promptly respond to such notice and may request reasonable modifications in the schedule for the Maintenance Outage. Seller shall use reasonable efforts to comply with any request to modify the schedule for a Maintenance Outage to the extent such request is not inconsistent with Good Utility Practice or any manufacturers' recommendations and warranties. Seller shall notify Buyer as soon as practicable of any subsequent change in the Maintenance Outage completion date. As soon as practicable, any notifications given orally shall be confirmed in writing. Seller shall take all reasonable measures and exercise its commercially reasonable efforts to minimize the frequency and duration of Maintenance Outages.

Forced Outages – Seller shall promptly provide to Buyer an oral report of any Forced Outage to the Facility. This report shall include the amount of the generation capability of the Facility that will not be available because of the Forced Outage and the expected return date of the generation capability. Seller shall promptly update the report as necessary to advise Buyer of changed circumstances. As soon as practicable, if the Forced Outage resulted in more than 20% of the Nameplate Capability Rating of the Facility being unavailable, the oral report shall be confirmed in writing. Seller shall take all reasonable measures and exercise its commercially reasonable efforts to avoid Forced Outages and to minimize their duration.

Notice of Deratings and Outages – Without limiting the foregoing, Seller will inform Buyer of any major limitations, restrictions, deratings or outages known to Seller affecting the Facility for the following day and will promptly update Seller's notice to the extent of any material changes in this information, with "major" defined as affecting more than twenty percent (20%) of the Nameplate Capability Rating of the Facility.

Scheduling; Cooperation and Standards – To the extent that scheduling of Electric Energy is required by Buyer or a Government Agency now or in the future, (a) Seller will reasonably cooperate with Buyer with respect to the scheduling of the delivery of such Electric Energy and (b) each Party shall designate authorized representatives to communicate with regard to scheduling and related matters arising under this Agreement. Each Party shall comply with the

applicable standards and criteria of FERC, NERC and/or any regional or subregional reliability council.

6.4 Interaction with Interconnected Utility System. Buyer understands that Seller may be required to increase, reduce, curtail or interrupt electrical generation at the Facility in accordance with Good Utility Practice or to take other appropriate action in accordance with the applicable provisions of the Interconnection Agreement which in the reasonable judgment of the Interconnected Utility may be necessary to operate, maintain and protect the Interconnected Utility System during an Emergency Condition or in the reasonable judgment of Seller may be necessary to operate, maintain and protect the Facility during an Emergency Condition. Such interactions shall be identified in the monthly report required in Section 6.7.

6.5 Records. Each Party shall keep and maintain all records as may be necessary or useful in performing or verifying any calculations made pursuant to this Agreement, or in verifying such Party's performance hereunder. All such records shall be retained by each Party for at least six (6) calendar years following the calendar year in which such records were created. Each Party shall make such records available to the other Party for inspection and copying at the other Party's expense, upon reasonable notice during such Party's regular business hours. Each Party shall have the right, upon thirty days written notice prior to the end of an applicable six (6) calendar year period to request copies of such records. Each Party shall provide such copies, at the other Party's expense, within thirty (30) days of receipt of such notice or shall make such records available to the other Party in accordance with the foregoing provisions of this Section 6.5.

6.6 Access Rights. Upon reasonable prior notice, Seller shall provide Buyer and its authorized agents, employees and inspectors with reasonable access to the Facility: (a) for the purpose of reading or testing metering equipment, (b) as necessary to witness any required generation capability tests necessary to determine the amount of generation capability associated with the Facility, (c) in connection with the operation and maintenance of the Interconnection Facilities for the Facility, (d) to provide tours of the Facility to customers and other guests of Buyer, (e) for purposes of implementing Section 5.1.4 (examination of records), and (f) for other reasonable purposes at the reasonable request of Buyer; provided that, in each case, Buyer shall not interfere with Seller's activities and shall cause all persons visiting the Facility on its behalf to comply with all of Seller's applicable safety, health and other rules and requirements. Buyer also agrees to comply with the foregoing conditions when it visits the Facility.

6.7 Reports. Seller shall furnish to Buyer the following reports:

(a) In accordance with Section 3.4, Seller will provide a status report each month starting 30 days after the Effective Date.

(b) In accordance with Section 6.3, Seller will provide a maintenance schedule on or before July 1 of each year the contract is in effect.

(c) Within ten (10) working days after the end of each calendar month during the Term (a "Reporting Month") and after the Initial Commercial Operation Date, Seller shall provide to Buyer a report in electronic format which includes: (1) the Facility's total net energy

output (in MWh); (2) the number of hours of outages, amount of duration, and amount of unavailability due to transmission or Buyer's constraints; and (3) a summary of any other significant events related to the operation of Facility for the Reporting Month.

6.8 Changes in Technology. In the event of a Change in Technology, the Seller and Buyer may enter into negotiations regarding the implementation of the new technology. Such negotiations shall include a cost analysis for implementation of such new technology.

ARTICLE SEVEN: COMPENSATION.

7.1 Contract Price. Each month, beginning on the Initial Commercial Operation Date and continuing for the Term, Buyer shall pay Seller the Contract Price to the extent Seller delivers electric energy. The Contract Price shall be the product of the Energy Rate times the MWhs delivered. The Energy Rate shall be equal to the applicable rates set forth on Appendix C.

7.2 Energy Rate for Test Energy. If the Seller produces Electric Energy to or for the account of Buyer to the Point of Delivery as Test Energy then the Buyer shall pay Seller 90% of the Energy Rate set forth in Appendix C.

7.3 Rates Not Subject to Review. The rates for service specified herein (i.e., delivery of Electric Energy) shall remain in effect for the Term, and shall not be subject to change through application to the FERC pursuant to provisions of Section 205 et seq. of the Federal Power Act, absent agreement of the Parties.

7.4 Costs and Charges for Ownership and Operation. Without limiting the generality of any other provision of this Agreement, Seller shall be solely responsible for paying when due: (a) all reasonable costs, fees and charges of owning and operating the Facility in compliance with all existing and future Legal Requirements and regulations and the terms and conditions of this Agreement (except for such costs, fees and charges that are being actively contested in good faith and with due diligence by Seller and for which adequate financial reserves have been set aside to pay such costs, fees and charges in the event of an adverse determination), and (b) all Taxes now existing or hereinafter imposed on or with respect to the construction, ownership or leasing, operation or maintenance of the Facility, or any components or appurtenances thereof, and all ad valorem taxes relating to the Facility and/or the interest created by the leasehold. Notwithstanding anything in this Agreement to the contrary, Seller shall not be obligated to reimburse or indemnify Buyer for any costs, fees or charges resulting from Buyer's failure to provide a minimum amount of its energy generation or procurement from renewable resources or, except as otherwise provided in this Agreement, Seller's failure to provide any minimum amount of generation from the Facility.

7.5 Compliance with Laws. Seller shall comply in all material respects with all applicable local, state, and federal laws, regulations, and ordinances, including all applicable federal, state, and local environmental laws and regulations presently in effect or which may be enacted during the Term of this Agreement. Seller shall be responsible for any Environmental Impact caused by its installation of the Facility.

ARTICLE EIGHT: ANCILLARY SERVICES

8.1 Availability of Ancillary Services. Buyer shall be entitled, at no additional cost, to all Ancillary Services with respect to the Facility at the Point of Delivery. Seller does not guarantee the availability of any Ancillary Services but does represent and warrant that it will not re-market such services to any third party; except in the case of Buyer Event of Default. Notwithstanding the above, Seller has the right to use Ancillary Services to meet any requirement of the Interconnected Utility System, the ISO, or their successors.

ARTICLE NINE: LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES

9.1 CONSEQUENTIAL DAMAGES. TO THE EXTENT ALLOWABLE BY APPLICABLE FLORIDA LAW, IN NO EVENT OR UNDER ANY CIRCUMSTANCES SHALL EITHER PARTY (INCLUDING SUCH PARTY'S AFFILIATES AND SUCH PARTY'S AND SUCH AFFILIATES' RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) BE LIABLE TO THE OTHER PARTY (INCLUDING SUCH PARTY'S AFFILIATES AND SUCH PARTY'S AND SUCH AFFILIATE'S RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR DAMAGES IN THE NATURE OF LOST PROFITS, WHETHER SUCH LOSS IS BASED ON CONTRACT, WARRANTY OR TORT. A PARTY'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES.

ARTICLE TEN: DISAGREEMENTS

10.1 Negotiations. The Parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. If the matter has not been resolved within thirty (30) days, either Party may initiate litigation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three (3) Business Days' notice of such intention and may also be accompanied by an attorney. Unless otherwise required by Florida's Public Records Law, Chapter 119, Florida Statutes, or Florida Sunshine Law, Section 286.011, Florida Statutes, all negotiations pursuant to this clause shall be confidential.

10.2 Choice of Forum. Each of Seller and Buyer consents and agrees that any legal action or proceeding arising out of this Agreement or the actions of the parties hereto leading up to the Agreement shall be brought exclusively in the courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

10.3 Costs. Each Party shall bear its own fees and expenses, including attorney's fees, with respect to the litigation and any proceeding related thereto and the parties shall share equally the fees and expenses of the American Arbitration Association and the arbitrators.

10.4 Settlement Discussions. The Parties agree that no statements of position or offers of settlement made in the course of the negotiations described in this Section 10 will be offered into evidence for any purpose in any litigation between the Parties, nor will any such statements or offers of settlement be used in any manner against either Party in any such litigation. Further,

no such statements or offers of settlement shall constitute an admission or waiver of rights by either Party in connection with any such litigation. At the request of either Party, any such statements and offers of settlement, and all copies thereof, shall be promptly returned to the Party providing the same.

10.5 Obligations to Pay Charges and Perform. If a disagreement arises on any matter which is not resolved as provided in Section 10.1 above, then, Seller shall continue to perform its obligations hereunder including its obligations to operate the Facility in a manner consistent with the applicable provisions of this Agreement and Buyer shall continue to pay all charges and perform all other obligations required in accordance with the applicable provisions of this Agreement.

ARTICLE ELEVEN: ASSIGNMENT AND PROJECT FINANCING

11.1 Assignment. Except as set forth in this Section 11, neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Either Party may assign this Agreement, without the consent of the other Party, to an Affiliate or the parent company of an Affiliate. Assignment to a Permitted Assignee shall require the consent of the other Party, and the Permitted Assignee shall provide documentation reasonably requested by the other Party to show its qualifications as a Permitted Assignee. No such assignment shall release the assigning party from any obligations hereunder whether arising before or after such assignment, unless such assignment is to a Permitted Assignee who has agreed in writing to assume the liabilities and obligations of Seller under this Agreement. Seller shall provide a copy of the applicable assignment documentation to the Buyer in connection with any assignment of this Agreement by Seller. Any other assignments shall not be approved without the written consent of the other Party.

11.2 Consent to Assignment to Lender. Notwithstanding the foregoing, (a) either Party may, without the need for consent but upon notice to the other Party, transfer, sell, pledge, encumber the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements necessary for Seller's operation of the Facility; and (b) Seller may, without Buyer's consent but with prior notice to Buyer, collaterally assign this Agreement to a Lender and, in connection with any such permitted collateral assignment, Buyer shall execute a consent and agreement in such form as may be reasonably requested by such Lender and that is in a form reasonably acceptable to Buyer. In addition, if requested by such Lender, Buyer shall deliver to such Lender an opinion of counsel mutually acceptable to such Lender and Buyer.

11.3 Assignments Not in Accordance Herewith. Any assignment of any interest in the Facility or in this Agreement made without fulfilling the requirements of this Section 11 shall be null and void and shall constitute an Event of Default.

ARTICLE TWELVE: DEFAULT, TERMINATION AND REMEDIES; NOTICE OF DEFAULT; RIGHT TO CURE.

12.1 Seller Event of Default. The following shall constitute Events of Default of Seller ("Seller Events of Default") upon their occurrence unless cured as indicated below:

- (a) Seller's dissolution or liquidation or other Bankruptcy Event which occurs with respect to Seller and Seller files a petition in connection with a Bankruptcy Event and such petition is not withdrawn or dismissed within 60 days after such filing.
- (b) (Intentionally omitted.)
- (c) Seller's failure to cause the Facility to achieve the Full Commercial Operation within one year of the Target Full Commercial Operation Date.
- (d) Seller's failure to make any payment when due under this Agreement, if any, if the failure is not cured within 10 days after the Buyer gives the Seller written notice of the default.
- (e) Any representation or warranty made by Seller in this Agreement shall be false or misleading in any material respect, and such misrepresentation would reasonably be expected to result in a material adverse impact on Buyer, and such breach or misrepresentation is not cured within 30 days after the Buyer gives Seller written notice of such default (provided that, if such default is not reasonably capable of being cured, Seller shall have such additional time as is reasonably necessary to cure such default, so long as Seller promptly commences and diligently pursues such cure).
- (f) (Intentionally omitted.)
- (g) (Intentionally omitted.)
- (h) Subject to Section 12.3.2 hereof, Seller's sale of Green Tags, or Environmental Attributes from the Facility to a Party other than Buyer, or the sale of Ancillary Services not in accordance with the provisions of Section 8.1 in breach of this Agreement and if Seller does not permanently cease such sale and compensate Buyer for the damages arising from the breach within 10 days after Buyer gives Seller written notice of the default.
- (i) Seller's assignment of this Agreement or any of Seller's rights under the Agreement not in compliance with the provisions of Section 11 and not cured within 30 days.
- (j) Seller otherwise fails to perform any material obligation imposed upon the Seller by this Agreement (other than obligations that are specifically addressed in this Section 12.1 in a separate Seller Event of Default) if such failure could reasonably be expected to have a material adverse effect on Buyer and such failure is not cured within 30 days after the Buyer gives the Seller written notice of the default, *provided however*, that upon written notice from the Seller, this 30 day period shall be extended by an additional 60 days if (i) the failure cannot reasonably be cured within the 30 day period despite diligent efforts, (ii) the default is capable of being

cured within the additional 60 day period and (iii) the Seller commences the cure within the original 30 day period and is at all times thereafter diligently and continuously proceeding to cure the failure.

12.2 Buyer Event of Default. The following shall constitute Events of Default of Buyer ("Buyer Events of Default") upon their occurrence unless cured as indicated below:

- (a) Buyer's dissolution or liquidation or other Bankruptcy Event which occurs with respect to Buyer and Buyer files a petition in connection with a Bankruptcy Event and such petition is not withdrawn or dismissed within 60 days after such filing.
- (b) Buyer's failure to make any payment when due under this Agreement, if any, if the failure is not cured within 10 days after the Seller gives the Buyer notice of the default.
- (c) Buyer's assignment of this Agreement or any of Buyer's rights under the Agreement not in compliance with the provisions of Section 11 and not cured within 90 days.
- (d) Any representation or warranty made by Buyer in this Agreement shall be false or misleading in any material respect, and such misrepresentation would reasonably be expected to result in a material adverse impact on Seller, and such breach or misrepresentation is not cured within 30 days after the Seller gives Buyer written notice of such default (provided that, if such default is not reasonably capable of being cured, Buyer shall have such additional time as is reasonably necessary to cure such default, so long as Buyer promptly commences and diligently pursues such cure).
- (e) Buyer otherwise fails to perform any material obligation imposed upon the Buyer by this Agreement (other than obligations that are specifically addressed in this Section 12.2 in a separate Buyer Event of Default) if such failure could reasonably be expected to have a material adverse effect on Seller and such failure is not cured within 30 days after the Seller gives the Buyer written notice of the default, *provided however*, that upon written notice from the Buyer, this 30 day period shall be extended by an additional 60 days if (i) the failure cannot reasonably be cured within the 30 day period despite diligent efforts, (ii) the default is capable of being cured within the additional 60 day period and (iii) the Buyer commences the cure within the original 30 day period and is at all times thereafter diligently and continuously proceeding to cure the failure.

12.3 Remedies.

12.3.1 Upon the occurrence and during the continuance of a Buyer Event of Default or a Seller Event of Default, the non-defaulting Party may at its discretion suspend performance hereunder or terminate this Agreement by delivering notice of termination to the defaulting Party.

12.3.2 If a Buyer Event of Default under Section 12.2 has occurred and is continuing, Seller shall have the right to sell Electric Energy and Green Tags from the Facility on a daily basis to third parties during the continuance of such Buyer Event of Default. Seller is responsible for all transmission, ancillary and other services needed to affect such sale.

12.3.3. Upon termination for a material breach, the non-defaulting Party may pursue any and all legal or equitable remedies provided by law, equity or this Agreement. The rights contemplated by this Section are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights.

12.3.4. If this Agreement is terminated because of Seller's default, from and after the date of such termination Seller may not require Buyer to purchase the Electric Energy from the Facility before the date on which the term would have ended had this Agreement remained in effect. Seller hereby waives its rights to require Buyer to do so. This Section 12.3 shall survive the termination of this Agreement.

12.3.5. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to reduce any damages it may incur as a result of the other Party's performance or non-performance of the Agreement.

ARTICLE THIRTEEN: REPRESENTATIONS AND WARRANTIES

13.1 Representations and Warranties of Seller. As of the date of this Agreement, Seller hereby makes the following representations and warranties to Buyer:

13.1.1 Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, is authorized to transact business in the State of Florida and has the full corporate and legal power and authority to own and use its properties, to carry on its business as now being conducted and to enter into this Agreement and, subject to the receipt of applicable Government Approvals and other regulatory approvals carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

13.1.2 Upon the execution and delivery by Seller and Buyer of this Agreement, this Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms (except as enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and general principles of equity whether considered in a proceeding in equity or at law). Seller has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and such action has been duly authorized by all necessary action by Seller's members and board of directors and any other applicable committees of the board.

13.1.3 Neither the execution nor delivery of this Agreement nor the consummation or performance of any of the terms and conditions of this Agreement will, directly or indirectly (with or without notice or lapse of time):

(i) Breach (a) any provision of any of the Governing Documents of Seller or (b) any resolution adopted by the board of directors or the shareholders of Seller;

(ii) Breach or give any Governmental Agency or other person the right to challenge any of the contemplated transactions pursuant to this Agreement or to exercise any

remedy or obtain any relief under any Legal Requirement or any order to which Seller may be subject;

(iii) Contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any Governmental Agency the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Approval that is held by Seller or that otherwise relates to the Facility or to the business of Seller;

(iv) Breach any provision of, or give any person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or payment under, or to cancel, terminate or modify, any contract to which Seller is a party;

Seller is not required to give any notice to or obtain any consent from any person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the terms and conditions as contemplated herein. Seller has obtained all permits, licenses, Governmental Approvals and consents of Governmental Agencies required for the lawful performance of its obligations hereunder.

13.1.4 (Intentionally omitted.)

13.1.5 There is no pending, or to the Knowledge of Seller, threatened action or proceeding affecting Seller before any Governmental Agency which purports to affect the legality, validity or enforceability of this Agreement.

13.1.6. To Seller's knowledge: (i) Seller is in full compliance with each Legal Requirement that is or was applicable to it or to the conduct or operation of its business or the ownership or use of the Facility; and (ii) Seller has not received any notice or other communication (whether oral or written) from any Governmental Agency or any other person regarding (A) any actual, alleged, possible or potential violation of, or failure to comply with, any Legal Requirement or (B) any actual, alleged, possible or potential obligation on the part of Seller to undertake, or to bear all or any portion of the cost of, any remedial action of any nature;

13.1.7. There is no pending or, to Seller's Knowledge, threatened proceeding (i) by or against Seller or that otherwise relates to or may affect the business of, or the Facility owned or used by, Seller; or (ii) that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated herein. To the Knowledge of Seller, no event has occurred or circumstance exists that is reasonably likely to give rise to or serve as a basis for the commencement of any such proceeding. There are no proceedings that could have a material adverse effect on the business, operations, assets, condition or prospects of Seller or upon the Facility.

13.1.8. There are no claims, liabilities, investigations, litigation, administrative hearings, whether pending, or, to the Knowledge of the Seller, threatened, or judgments or orders relating to any Hazardous Material (collectively called "Environmental Claims") asserted or threatened against the Seller or relating to the Facility. The Seller has not caused or permitted any Hazardous Material to be used, generated, reclaimed, transported, released, treated, stored or disposed of in a manner which could form the basis of an Environmental Claim against the Seller or potentially the Buyer.

13.1.9 Seller is not now insolvent and will not be rendered insolvent by any of the transactions contemplated herein. As used in this section, "insolvent" means that the sum of the debts and other probable liabilities of Seller exceeds the present fair saleable value of Seller's assets.

13.2 Representations and Warranties of Buyer. Buyer hereby makes the following representations and warranties to Seller:

13.2.1 Buyer is a body politic and corporate duly organized, validly existing and in good standing under the laws of the State of Florida. Buyer is qualified to do business in the State of Florida and has the legal power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

13.2.2 The execution, delivery and performance by Buyer of this Agreement has been duly authorized by all necessary corporate action in accordance with Buyer's policies and procedures, and does not and will not require any consent or approval other than that which has been obtained.

13.2.3 The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Legal Requirements, or its Sections of incorporation or bylaws, or any deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which either Buyer is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing.

13.2.4 This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as such enforceability may be limited by Bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

13.2.5 There is no pending, or to the Knowledge of Buyer, threatened action or proceeding affecting it before any Governmental Agency which purports to affect the legality, validity or enforceability of this Agreement.

ARTICLE FOURTEEN: INDEMNIFICATION

To the extent allowed by law and subject to the provisions and limitations of Section 768.28, Florida Statutes, each Party shall indemnify and hold harmless the other Party, and its officers, directors, governing body, agents representatives, and employees from and against any and all claims, demands, actions, losses, liabilities, expenses (including reasonable legal fees and expenses), suits and proceedings of any nature whatsoever (a) arising directly or indirectly out of any of the indemnifying Party's operations, work or services performed in connection with this Agreement including, but not limited to, for personal injury, death or property damage to each other's property or facilities or personal injury, death or property damage to third parties

(collectively "Liabilities") caused by the negligent act or omission of the indemnifying Party or (b) arising out of the failure of any of the indemnifying Party to keep, observe or perform any of its obligations under this Agreement or in any other document or instrument delivered by the Parties pursuant to this Agreement except to the extent such injury or damage is attributable solely or in part to the negligence or willful misconduct of, or breach of this Agreement by the Party seeking indemnification hereunder, in which event the prior obligations as set forth herein shall be comparatively reduced to the extent that the claim is caused in part by the negligent act or omission or breach of the Parties.

Notwithstanding any provision in the Agreement to the contrary, nothing shall be construed in any manner as either altering, expanding or waiving Buyer's sovereign immunity beyond the legislative waiver found in section 768.28 Florida Statutes, nor shall it be construed to impose any liability on Buyer for which it would not otherwise, by law, be responsible.

ARTICLE FIFTEEN: NOTICES.

Unless otherwise provided in this Agreement, any notice, consent or other communication required to be made under this Agreement shall be in writing and shall be delivered to the address set forth below or such other address or persons as the receiving Party may from time to time designate by written notice:

If to Buyer, to:

Vickie Cavey
Buyer
JEA
21 W. Church Street T-12
Jacksonville, FL 32202

with an additional copy to:

Manager, Procurement Contracts
JEA
21 W. Church Street, CC-6
Jacksonville, FL 32202

If to Seller, to:

Jacksonville Solar LLC
c/o juwi solar Inc.
1805 29th Street, Suite 2050
Boulder, CO 80301
Attention: Managing Director;

with an additional copy at the above address to General Counsel

All notices shall be effective when received.

ARTICLE SIXTEEN: CONFIDENTIALITY.

To the extent allowed by law and subject to the restrictions and provisions of Chapter 119, Florida Statutes, each Party agrees that it will treat in confidence all documents, materials and other information marked "Confidential" or "Proprietary" by the disclosing Party ("*Confidential Information*") which it shall have obtained during the course of the negotiations leading to, and its performance of, this Agreement (whether obtained before or after the date of this Agreement). Confidential Information shall not be communicated to any third party (other than, in the case of Seller, to its Affiliates, to its counsel, accountants, financial or tax advisors, or insurance consultants, to prospective partners and other investors in Seller and their counsel, accountants, or financial or tax advisors, or in connection with its financing or refinancing; and in the case of Buyer, to its Affiliates, or to its counsel, accountants, financial advisors, tax advisors or insurance consultants). As used herein, the term "Confidential Information" shall not include any information which (i) is or becomes available to a Party from a source other than the other Party, (ii) is or becomes available to the public other than as a result of disclosure by the receiving Party or its agents or (iii) is required to be disclosed in the opinion for a Party's legal counsel under applicable law or judicial, administrative or regulatory process, but only to the extent it must be disclosed. The timing and content of any press releases associated with this Agreement shall be agreed to by the Parties prior to any public disclosure or distribution.

Notwithstanding any provision herein to the contrary, the parties acknowledge and agree that Buyer is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws" and that this Agreement shall be a public record as defined therein. Any specific information that Seller deems to be confidential must be clearly identified as such by Seller. To the extent consistent with Florida Law, Buyer shall maintain the confidentiality of all such information marked by Seller as confidential. If a request is made to view such Confidential Information, the Buyer will immediately notify Seller of such request and the date that such records relating to the Confidential Information will be released to the requester unless Seller obtains a court order enjoining such disclosure. If Seller fails to obtain that court order enjoining disclosure, Buyer will release the requested information on the date specified. Such release of any Confidential Information shall be deemed to be made with Seller's consent and will not be deemed to be a violation of law or this Agreement.

ARTICLE SEVENTEEN: FORCE MAJEURE.

17.1 Definition. For the purposes of this Agreement, "Force Majeure Event" means an event, condition or circumstance beyond the reasonable control of and without the fault or negligence of the Party affected (the "Affected Party") which, despite all reasonable efforts of the Affected Party to prevent it or mitigate its effects, prevents the performance by such Affected Party of its obligations hereunder. Subject to the foregoing, "Force Majeure Event" as to either Party, shall include:

17.1.1 explosion and fire (in either case to the extent not attributable to the fault or the negligence of the Affected Party);

17.1.2 lightning, flood, earthquake, landslide, tornado, hurricanes, unusually severe storms, or other natural calamity or act of God;

17.1.3 long-term changes in the Facility's Electric Energy potential resulting from climactic change, including those caused by smoke or other particulates from volcanoes, wildfires or other sources;

17.1.4 strike or other labor dispute other than any labor dispute or strike by Seller's employees or the employees of any contractor or subcontractor employed at or performing work with respect to the Facility;

17.1.5 war, insurrection, civil disturbance, sabotage, act of terrorism or riot;

17.1.6 failure to obtain Governmental Approvals as a result of a change in any Legal Requirement;

17.1.7 changes in law materially adversely affecting operation of the Facility or performance by the Affected Party under this Agreement;

17.1.8 an Emergency Condition;

17.1.9 the failure of performance by any third party having an agreement with Seller, including, without limitation, any vendor, supplier, or customer of Seller that is excused by reason of Force Majeure (or comparable term), as defined in Seller's agreement with such third party but only if such event would also constitute Force Majeure as defined in this Agreement;

17.1.10 mechanical equipment breakdown caused by a Force Majeure Event or a major equipment breakdown or failure caused by circumstances beyond the reasonable control of the Seller; and

17.1.11 interruption by the Interconnected Utility of delivery of Electric Energy from the Facility into the Interconnected Utility System.

17.2 Obligations Under Force Majeure.

17.2.1 If either Party is rendered unable, wholly or in part, by a Force Majeure Event, to carry out some or all of its obligations under this Agreement (other than obligations to pay money) despite all reasonable efforts of such Party to prevent or mitigate its effects, then, during the continuance of such inability, the obligation of such Party to perform the obligations so affected shall be suspended, except as provided in this Section 17. If Seller is the Affected Party, the Target Initial Commercial Operation Date, the Target Full Commercial Operation Date and milestone dates specified in Section 3.3 shall be extended day for day for the duration of the effects of a Force Majeure Event.

17.2.2 A Party relying on a Force Majeure Event shall give written notice of such Force Majeure Event to the other Party as soon as practicable after such event occurs, which notice shall include information with respect to the nature, cause and date of commencement of the occurrence(s), and the anticipated scope and duration of the delay. Upon the conclusion of the Force Majeure Event, the Party heretofore relying on such Force Majeure Event shall, with all reasonable dispatch, take all steps reasonably necessary to resume the obligation(s) previously suspended.

17.2.3 Notwithstanding the foregoing, a Party shall not be excused under this Section 17, (i) for any non-performance of its obligations under this Agreement having a greater scope or longer period than is justified by the Force Majeure Event, (ii) for the performance of

obligations that arose prior to the Force Majeure Event, or (iii) to the extent absent the Force Majeure Event the Affected Party would nonetheless have been unable to perform its obligations under this Agreement.

17.3 No Economic Force Majeure. Force Majeure Events do not include changes in market conditions.

17.4 Extended Force Majeure Event After Commercial Operation

17.4.1 If an Affected Party reasonably believes that a Force Majeure Event that is preventing it from performing its obligations hereunder could result in a suspension of such performance for a period of one (1) month or longer, the Affected Party shall submit a plan reasonably acceptable to the other Party to overcome the Force Majeure Event. Such plan shall be submitted within thirty (30) Business Days of the start of the Force Majeure Event. The plan shall set forth a course of repairs, improvements, changes to operations or other actions which could reasonably be expected to permit the Affected Party to resume performance its obligations under this Agreement within a reasonable time frame projected in the plan. While such a plan is in effect, the Affected Party shall provide weekly status reports to the other Party notifying the other Party of the steps which have been taken to remedy the Force Majeure Event and the expected remaining duration of the Party's inability to perform its obligations. If the Force Majeure Event has not been overcome within five (5) months from its inception, the Parties shall meet to reassess the amount of time that is likely to pass before the Affected Party can reasonably be expected to resume performance under this Agreement, and the Affected Party shall have thirty (30) days to establish a revised plan acceptable to the Non-Affected Party to overcome the Force Majeure Event within twelve (12) months of its beginning. If at the end of such thirty (30) days one or both of the Parties reasonably concludes that the Force Majeure Event cannot reasonably be expected to be overcome within twelve months of the beginning of the Force Majeure Event, the Party that is not the Affected Party may terminate this Agreement with five (5) days notice to the Affected Party. Upon termination of this Agreement as provided in this Section 17.4, the Parties shall have no further liability or obligation to each other except for any obligation arising prior to the date of such termination and those that survive termination as listed in Section 2.2. In addition to the foregoing, the Party not prevented from performing its obligations due to the Force Majeure Event may terminate this Agreement upon ten (10) Days prior written notice if (a) the Affected Party fails to provide a Force Majeure remedy plan as provided for in this Section 17.4, (b) the Affected Party fails to carry out the Force Majeure remedy plans in a method reasonably designed to cause that Party to be able to perform its obligations hereunder within twelve (12) months of the Force Majeure Event occurring, or (c) within five (5) Business Days after a request therefore fails to provide a weekly status report to the other Party.

17.4.2 No obligation of either Party that arose before the Force Majeure Event causing the suspension of performance or that arise after the cessation of the Force Majeure Event shall be excused by the Force Majeure Event. The suspension of performance shall be of no greater scope and of no longer duration that is required by the Force Majeure Event.

ARTICLE EIGHTEEN: INTERCONNECTION AND TRANSMISSION

18.1 Facilities. Seller shall own, operate, maintain and control during the Term at its sole cost and expense all Interconnection Facilities located on the Facility Site up to, but not including, the Point of Interconnection. Except as otherwise expressly set forth in the Interconnection Agreement, Seller shall pay all costs associated with interconnecting the Facility to the Interconnected Utility System, including, but not limited to, any facilities upgrades required by the Interconnected Utility or otherwise (collectively, the "Interconnection Upgrade Costs").

ARTICLE NINETEEN: TAXES

19.1 Applicable Taxes. Subject to the provisions of Section 7.3, each Party shall be responsible for the payment of all Taxes imposed on its own income or net worth. Except as provided in this Section 19, Seller shall be responsible for the payment of all present or future federal, state, municipal or other lawful Taxes applicable by reason of the operation of the Facility or assessable on Seller's property or operations including taxes on (i) the purchase by Seller or delivery of fuel to the Facility, and (ii) production of electricity. To the extent required by applicable law, Buyer shall pay any sales, use, excise, and any other similar Taxes, if any, imposed or levied by a governmental agency on the sale or use of or payments for the Electric Energy sold and delivered under this Agreement arising at or after the Point of Delivery. Subject to the provisions and limitations of Section 768.28, Florida Statutes, Buyer shall indemnify, defend, and hold Seller harmless from any liability for all such Taxes for which Buyer is responsible. Seller shall indemnify, defend, and hold Buyer harmless from any liability from all such Taxes for which Seller is responsible. Buyer shall reimburse Seller promptly on demand for the amount of any such Tax that is Buyer's responsibility hereunder that Seller remits, plus any penalties and interest incurred and remitted, except such penalties as result from Seller's conduct. Seller shall reimburse Buyer promptly on demand for the amount of any such tax that is Seller's responsibility hereunder that Buyer remits, plus any penalties, interest incurred and remitted, except penalties as result from Buyer's conduct.

19.2 Contested Taxes. Neither Party shall be required to pay any such Tax, assessment, charge, levy, account payable or claim if the validity, applicability or amount thereof is being contested in good faith by appropriate actions or proceedings (including posting security as may be required) which will prevent the forfeiture or sale of any property utilized under this Agreement or any material interference with the use thereof.

19.3 Other Costs and Charges. Seller and Buyer will pay and discharge all lawful assessments and governmental charges or levies imposed upon it or in respect to all or any part of its property or business, all trade accounts payable in accordance with usual and customary business terms, and all valid claims for work, labor, or materials which, if unpaid might become a lien or charge upon any of its property. Seller shall be responsible for all costs or charges imposed in connection with the delivery of the Electric Energy at the Point of Delivery. Without limiting the generality of the foregoing or any other provision in this Agreement, Seller shall be solely responsible for paying when due (a) all costs of owning and operating the Facility in compliance with existing and future Legal Requirements and the terms and conditions of this Agreement, and (b) all Taxes and charges, however characterized, or now existing or hereinafter imposed on or with respect to the Facility, its operation, or on or with respect to emissions.

19.4 Buyer's Tax Exempt Bond Covenants. This Agreement shall not violate the tax-exempt status under the covenants of the Buyer's current outstanding bond issuances. In the event that the terms of this Agreement are ever deemed to cause the Buyer to violate its tax-exempt status under the covenants in the Buyer's current outstanding bond issuances, Seller shall not be deemed to be in breach of this Agreement and Seller shall not be liable to Buyer or to any third party for any financial damages of any kind. In such event, however, Buyer and Seller shall renegotiate those terms of this Agreement that are causing Buyer to violate its tax-exempt status under the covenants of its current outstanding bond issuances so that Buyer is no longer violating its tax-exempt status under the covenants of its current outstanding bond issuances. In the event that Seller breaches this Agreement and Seller's breach directly causes the Buyer to violate its tax-exempt status under the covenants in the Buyer's current outstanding bond issuances, Seller shall be liable to Buyer for any damages that Buyer is unable to avoid or mitigate using commercially reasonable efforts.

ARTICLE TWENTY: MISCELLANEOUS PROVISIONS

20.1 Non-Waiver. The failure of either Party to insist in any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

20.2 Relationship of Parties. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or to act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

20.3 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties.

20.4 Governing Laws. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida without regard to its conflicts of laws provisions.

20.5 Counterparts. This Agreement may be executed in more than one counterpart, each of which may be signed by fewer than all Parties, but all of which constitute the same Agreement.

20.6 Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto. Nothing in this Agreement shall be construed to create a duty to or standard of care with reference to, or any liability to, any Person not a Party to this Agreement.

20.7 Venue. Any legal action pertaining to this Agreement should be originated in Duval County, Florida and shall be interpreted and enforced in accordance with the laws of the State of Florida.

20.8 Several Obligations. Nothing contained in this Agreement shall be construed to create an association, trust, partnership or joint venture or to imply a trust, partnership or fiduciary duty, obligation, or liability on or between the Parties. If Seller includes two or more

parties, each such party shall be jointly and severally liable for Seller's obligations under this agreement.

20.9 Partial Invalidity. The Parties do not intend to violate any laws governing the subject matter in this Agreement. If any of the terms of this Agreement are finally held or determined to be invalid, illegal or void as being contrary to any applicable law or public policy, all other terms of the Agreement shall remain in effect. The Parties shall use best efforts to amend this Agreement to reform or replace any terms determined to be invalid, illegal or void, such that the amended terms (a) comply with and are enforceable under applicable law, (b) give effect to the intent of the Parties in entering into this Agreement and (c) preserve the balance of the equities contemplated by this Agreement in all material respects.

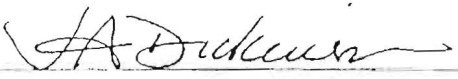
20.10 Media. Subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws," any media announcement, publication etc using or referring to Buyer or Seller is required to have Buyer's or Seller's review and approval prior to publishing.

ARTICLE TWENTY-ONE: ENTIRE AGREEMENT AND AMENDMENTS.

This Agreement supersedes all previous representations, understandings, negotiations and agreements either written or oral between the Parties hereto or their representatives with respect to the subject matter hereof and constitutes the entire agreement of the Parties with respect to the subject matter hereof. No amendments or changes to this Agreement shall be binding unless made in writing and duly executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth at the beginning of this Agreement.

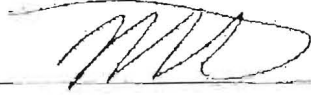
BUYER: JEA

By 

Name: JAMES A. Dickenson

Title: CEO

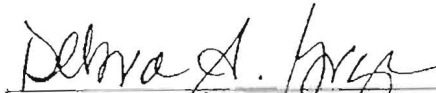
SELLER: JACKSONVILLE SOLAR LLC

By 

Name: Michael J. Martin

Title: President

Form Approved by:


Assistant General Counsel

APPENDIX A

DESCRIPTION OF FACILITY/INTERCONNECTION FACILITIES

When completed, the Facility will have a Nameplate Capacity Rating of 12.6 MW AC. The Facility is comprised of solar modules that convert sunlight to electricity and the required electrical infrastructure to deliver the solar-generated electricity to the Interconnected Utility System at either 26.4 kilovolts AC or 23 kilovolts AC. The point of interconnection will take place on Route 301 on a feeder from the Steelbald Substation. The electrical infrastructure includes: a DC cabling collection system, circuit protection in the form of fuses and circuit breakers, disconnect switches, inverters to invert the DC electricity to AC electricity, an AC cabling collection system, transformers to increase the AC voltage, a grounding system and a monitoring system. The Facility is also comprised of the support structures to hold the solar modules and site improvements such as foundations, roads, fences and drainage features for storm water management.

The Interconnection Facilities, which are more particularly described in the Interconnection Agreement, will be sufficient to distribute the entire output of the Facility to Buyer.

APPENDIX B

ONE LINE DIAGRAM

[See attached]

B-1

APPENDIX C

ENERGY RATE PAYMENT SCHEDULE

The Energy Rate shall be the sum of (i) the amount set forth in the table below and (ii) the Interconnection Cost Adder defined below. The "Annual Fixed Price" below is the amount per MWh of Electric Energy provided:

Year	Annual Fixed Price (per MWh)
2010	\$158.20
2011	\$162.55
2012	\$167.02
2013	\$171.61
2014	\$176.33
2015	\$181.18
2016	\$186.16
2017	\$191.28
2018	\$196.54
2019	\$201.95
2020	\$207.50
2021	\$213.21
2022	\$219.07
2023	\$225.10
2024	\$231.29
2025	\$237.65
2026	\$244.18
2027	\$250.90
2028	\$257.80
2029	\$264.89
2030	\$272.17
2031	\$279.66
2032	\$287.35
2033	\$295.25
2034	\$303.37
2035	\$311.71

"Interconnection Cost Adder" means, for any Interconnection Upgrade Costs payable by Buyer that are in excess of \$214,000 an amount equal to \$0.37 per MWh for each \$25,000 of such Interconnection Upgrade Costs.

APPENDIX D

LEASE AGREEMENT

[See attached]

EXECUTION VERSION

LEASE

THIS LEASE (the "Agreement") is executed and delivered as of the 8 day of May, 2009 (the "Effective Date"), by and between JEA, a body politic and corporate, and an agency of the State of Florida (the "Landlord"), and JACKSONVILLE SOLAR LLC, a Delaware limited liability company (the "Tenant"). Landlord and Tenant are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties."

RECITALS:

A. Landlord is the owner in fee simple of a certain parcel of land located in Duval County, Florida and depicted on Exhibit A attached hereto, containing approximately 157 acres and having a Parcel Reference Number of 000020-0000 (the "Property").

B. Tenant desires to use the Property for the development, construction and operation of an integrated solar energy generation system using photovoltaic modules (the "Project").

C. Landlord is willing to lease the Property to Tenant upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Property. The Landlord hereby leases to the Tenant, and the Tenant takes, rents and hires from the Landlord the Property.

2. Definitions. The following terms shall have the meanings set forth below when used herein:

Agreement: has the meaning set forth in the introductory paragraph.

Event of Default: has the meaning set forth in Section 17.

Landlord: has the meaning set forth in the introductory paragraph.

Leasehold Mortgage: has the meaning set forth in Section 27.

Leasehold Mortgagee: has the meaning set forth in Section 27.

PPA: the Renewable Energy Purchase Power Agreement, dated as of May 8, 2009, entered into by and between the Parties.

Project: has the meaning set forth in Recital B.

Property: has the meaning set forth in Recital A.

Site Plan: a graphic depiction of the site, including but not limited to items such as the Solar Power Facilities, accompanying buildings, ingress and egress areas, internal driveways, power sources and similar items for the Project, which preliminary Site Plan is attached hereto as Exhibit C.

Solar Power Facilities: the facilities identified in Section 7(a)(ii) of this Agreement.

Tenant: has the meaning set forth in the introductory paragraph.

3. Rent. Tenant shall pay to the Landlord, without deduction or setoff, the sum of \$1.00 per year, paid in advance to Landlord at the address set forth below on or before the first day of each calendar year. If the Effective Date is on a date other than the first day of a calendar year, Tenant shall make a payment on the Effective Date equal to \$1.00 as rent for such partial calendar year.

4. Term and Renewals.

(a) This Agreement shall commence on the Effective Date, and shall terminate on a date that is twenty-five (25) years after the Full Commercial Operation Date as set forth in the PPA, but in no event shall the Agreement extend beyond August 31, 2036 unless mutually agreed in writing between the Parties. In the event that the PPA is terminated, this Agreement shall also terminate.

(b) This Agreement may be renewed based upon the mutual written agreement of the parties, and in coordination with the PPA. However, if, no later than 180 days prior to the expiration of this Agreement, Tenant submits a notice to Landlord to hold a meeting regarding a potential renewal of the term of this Agreement, the Parties shall meet at a mutually convenient location and date to discuss the status of the Project and the potential benefits associated with any such renewals, including, but not limited to, the rental amount, the status and condition of the Solar Power Facilities, and any available Changes in Technology (as such term is defined in the PPA).

5. Condition of Premises. The Tenant acknowledges that it has fully inspected the Property and accepts the Property in its present "as is" condition, that it shall maintain and repair the Property, including any improvements constructed thereon, in good condition and repair at its sole expense, that it shall do nothing and shall permit nothing to be done which will constitute either a private or public nuisance, and upon the expiration or termination of this Agreement shall vacate the Property in a condition acceptable to the Landlord in the Landlord's reasonable discretion.

6. Compliance with Laws. Tenant shall obtain all permits, licenses, and approvals required by any federal, municipal, state or other governmental authority for its use of the Property, and shall at all times comply in all material respects with all laws, ordinances, rules and regulations

of any federal, municipal, state or other governmental authority with respect to its use of the Property.

7. Use of the Property and Improvements.

(a) Landlord and Tenant covenant and agree that Tenant may use the Property for solar energy purposes, solely as contemplated by the PPA, and not for any other purpose. Tenant shall have the exclusive right to develop and use the Property for the following solar energy purposes:

(i) Converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted;

(ii) Constructing, installing, using, replacing, relocating, reconstructing and removing from time to time, and monitoring, maintaining, repairing and operating the following for the benefit of the Project: (A) solar modules of any kind (including the racking or solar mounting equipment and any other associated equipment or structures); (B) inverters, underground electrical distribution, collection, distribution, transmission and communication lines, electrical transformers, electric substations, energy storage facilities, telecommunications equipment, and power generation facilities; (C) driveways and internal private access paths of no greater than twenty feet (20') in width; (D) meteorological towers and measurement equipment; (E) control buildings, maintenance yards and related facilities and equipment; and (F) undertaking any other activities that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing (all of the above, collectively, the "Solar Power Facilities"), which Solar Power Facilities are reflected on the preliminary Site Plan attached hereto as Exhibit C and will be updated on a final Site Plan approved by the Landlord (whose approval will not be unreasonably withheld, delayed or conditioned); and

(iii) For the benefit of the Project, exercising the right of ingress to and egress from the Project (whether located on the Property, on adjacent property or elsewhere where such adjacent or other property is owned by Landlord) over and across the Property by means of roads and lanes thereon if existing or later constructed, or otherwise by such route or routes as Tenant may construct from time to time as approved by Landlord.

(b) Tenant shall install a security fence and locking gates around the perimeter in a material and of a sufficient height to protect against cattle and other livestock, and in compliance with any regulatory and zoning requirements, and subject to JEA written approval (which approval will not be unreasonably withheld, delayed or conditioned). Tenant shall keep the gates locked at all times during non-business hours.

(c) Under no circumstances shall Landlord or Tenant (or any of their respective invitees) hunt or farm on the Property or explore or develop minerals on or beneath the Property.

(d) Any and all solar resource data collected by or on behalf of Tenant after the Effective Date shall be the sole property of Tenant.

8. Utilities; Taxes.

(a) Tenant shall pay any or all gas, water, sewer, garbage, power and electric light rates or charges which may become payable during the term of this Agreement for the gas, water, sewerage, garbage and electricity used by the Tenant on the Property. Tenant shall be responsible for the installation of and charges for any telephone facilities, including facilities required for internet communication, such as DSL lines, used by Tenant on the Property. Landlord does not warrant the availability or adequacy of any utilities or services, and shall not be liable under any circumstance for the unavailability of any such utilities or services or any interruption or failure of same.

(b) During the term of this Agreement Tenant shall pay all taxes, assessments or other fees attributable to the Property, Solar Power Facilities and other improvements to the Property installed by Tenant. Tenant shall also pay or reimburse Landlord for any increase in real property taxes levied against the Property as a result of the installation of the Solar Power Facilities. Landlord and Tenant agree jointly to use commercially reasonable efforts to cause the Duval County tax assessor to issue separate property tax bills to Landlord and Tenant. If the County tax assessor does not issue separate property tax bills to Landlord and Tenant, (i) Landlord shall provide a copy of each property tax bill to Tenant within 10 days of receipt and Tenant shall pay the portion for which Tenant is responsible directly to the County tax assessor prior to the day such tax payment is due, and (ii) Tenant shall take such other measures as Landlord may reasonably require to assure timely payment of property taxes owed by Tenant. Tenant's obligations to Landlord under this paragraph shall remain in effect after termination of this Agreement until all Solar Power Facilities have been removed from the Property to the extent required by Section 15.

9. Mechanics' Liens. Tenant shall not do any act or make any contract which may create or be the foundation for any mechanics', materialmen's or other lien or encumbrance on the Property relating to labor and services performed on, or materials, supplies or equipment furnished to, the Property in connection with Tenant's use of the Property in connection with this Agreement; provided, however, that Tenant shall not be in breach of this Section 9 if Tenant removes or bonds over such lien from the Property pursuant to applicable Florida law. Tenant shall not permit a lien, or other encumbrance to be placed upon, or asserted against, the fee estate comprising the Property. In the event any lien or encumbrance on the fee estate is so placed, Tenant shall promptly take whatever actions are necessary to remove it at Tenant's sole expense, and if required by Florida law, Tenant may be required to post a payment bond over any such lien or encumbrance.

10. Indemnification. Tenant shall hold harmless, indemnify, and defend Landlord against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of Tenant and any person or entity used by Tenant pursuant to this Agreement; provided, however, that in no event shall

Tenant be responsible for defending, indemnifying or holding harmless the Landlord to the extent of any claim caused by, arising from or contributed to by the gross negligence or willful misconduct of the Landlord. For purposes of this Section 10, the term "Landlord" shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the expiration or earlier termination of the Agreement.

11. Assignment. So long as Tenant is not in default of this Agreement, or an event has not occurred that with the giving of notice and the expiration of time may constitute a default, and on written approval of Landlord, which shall not be unreasonably withheld, delayed or conditioned, Tenant shall have the right to do any of the following with respect to all or any portion of the Property:

- (a) finance the Solar Power Facilities using a Leasehold Mortgage or such other financing arrangement approved by Landlord (which approval shall not be unreasonably withheld, delayed or conditioned);
- (b) assign, mortgage, encumber or transfer to one or more Assignees the leasehold estate granted hereunder, or any or all right or interest in the leasehold estate, or any or all right or interest of Tenant in the Property or in any or all of the Solar Power Facilities that Tenant or any Assignee party may now or hereafter install on the Property.

Any such Assignee shall assume in writing the obligations of Tenant under this Agreement with respect to the Property assigned, and shall submit such documentation as may be reasonably required by the Landlord to show that the Assignee has the same or better level of creditworthiness as the Tenant. To the extent provided for in each conveyance document, an Assignee shall have all of the rights and benefits of Tenant under and pursuant to this Agreement, and shall assume such obligations as the Tenant pursuant to the Agreement. Except as specifically provided herein, the acquisition of all or any portion of Tenant's interest in the Property or the Solar Power Facilities or the Agreement by the Assignee shall not require the advance consent of Landlord or constitute a breach of any provision or a default under this Agreement, and Landlord shall recognize the person as the Tenant's proper successor.

12. Landlord's Right to Enter and Inspect. Landlord may, at any time during the term of this Agreement and upon reasonable prior notice to Tenant, enter the Property for the purpose of examining or inspecting same; provided that, Landlord shall not disturb or interfere in any material respect with the Project or the monitoring or operations thereof.

13. Hazardous Substances.

(a) Tenant covenants and agrees that it will not cause or permit any petroleum, chemicals, or other Hazardous Substances (as hereinafter defined) to be installed, placed, stored, located released or disposed of in, on, at, or under the Property. Tenant further covenants and agrees to indemnify and hold Landlord harmless for any loss, cost, damage, liability or expense (including but not limited to attorney's fees and court costs) that may be incurred due to Tenant's failure to comply with this Section 13. This indemnification obligation shall survive the expiration or earlier termination of the Agreement.

(b) For the purposes of this Section 13, "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local environmental law, regulation, or rule presently in effect or promulgated in the future, as such laws, regulations, or rules may be amended from time to time, and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death, or disease.

(c) Landlord shall indemnify Tenant against any the violation of any federal, state or local law, ordinance or regulation relating to Hazardous Substances that is caused by: (i) Landlord or Landlord's agents and exists as of the Effective Date or occurs on or before the commencement of construction of the Solar Power Facilities; or (ii) Landlord or Landlord's agents and occurs after the commencement of construction of the Solar Power Facilities. Without limiting the generality of the foregoing, to Landlord's knowledge, (i) no underground tanks are now located or at any time in the past have been located on the Property or any portion thereof, (ii) no Hazardous Substance has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by all health, safety and other Laws (each, an "Environmental Law") that govern the same or are applicable thereto and (iii) there are no other substances, materials or conditions in, on or emanating from the Property or any portion thereof which may support a claim or cause of action under any Environmental Law. Landlord has not received any notice or other communication from any governmental authority alleging that the Property is in violation of any Environmental Law.

14. Keeping the Property Clean. Tenant shall take good care of its Solar Power Facilities and use good faith efforts to keep the same free from debris and waste at all times, except those caused by Landlord. Tenant shall use commercially reasonable efforts to keep the Property neat and clean at all times, and shall remove all refuse, litter and debris created by Tenant and its invitees, licensees, agents and contractors from the Property. Tenant also agrees to maintain all roads upon the Property constructed by it in a serviceable condition and agrees that any fences which are cut or taken down in its operations shall be repaired or replaced to their former condition; provided, however, that Tenant may install gated entries for ingress and egress on, over and across such private roads.

15. Termination. Either Party shall have the right to terminate this Agreement as to all or any part of the Property at any time following the termination of the PPA, effective upon thirty (30) days' written notice to the other Party and upon the payment of the Rent that would be due through the date of such termination, for all of the Property or the portion of the Property so released, as applicable. Upon termination of the Agreement, Tenant shall, as soon as practicable thereafter, but not later than nine (9) months after the termination, remove above-ground and below-ground Solar Power Facilities from the Property. All Property disturbed by Tenant shall be restored to a condition reasonably similar to its original condition as it existed upon the Effective Date. If Tenant fails to remove such Solar Power Facilities within nine (9) months of termination of the Agreement, or such longer period as Landlord may provide by extension, Landlord may do so, in which case Tenant shall reimburse Landlord for reasonable costs of removal and restoration incurred by

Landlord and any damages arising from Tenant's failure to timely make removal. Tenant shall reimburse Landlord within thirty (30) days of notification by Landlord of its out-of-pocket costs for removal and restoration. At its sole discretion, in the event Tenant has failed to remove the Solar Power Facilities within the 9-month period set forth above, Landlord may elect to keep any remaining Solar Power Facilities in place on the site at the termination of the Agreement, and if that election is so made, Tenant shall ensure that the Property and such Solar Power Facilities are free and clear of all Leasehold Mortgages or other liens or encumbrances, and Tenant shall have no obligation to remove such remaining Solar Power Facilities.

16. Insurance. During the term of the Agreement, Tenant shall procure and maintain insurance of the types and in the minimum amounts stated in Exhibit B.

17. Default.

(a) If a Party (the "Defaulting Party") fails to perform an obligation under this Agreement (an "Event of Default") such Defaulting Party shall not be in default of the terms of this Agreement if, (a) in the case of the failure to pay when due any amounts payable under this Agreement (a "Monetary Default") the Defaulting Party pays the past due amount within thirty (30) days of receiving written notice of the Event of Default (a "Notice of Default") from the other Party (the "Non-Defaulting Party"), and (b) in the case of an Event of Default other than a Monetary Default (a "Non-Monetary Default"), the Event of Default is cured within forty-five (45) days of receiving the Notice of Default; provided, that if the nature of the Non-Monetary Default requires, in the exercise of commercially reasonable diligence, more than forty-five (45) Days to cure then the Defaulting Party shall not be in default as long as it commences performance of the cure within forty-five (45) days and thereafter completes such cure with commercially reasonable diligence. Further, the Defaulting Party may cure any Monetary Default by depositing the amount in controversy in escrow with any reputable third party escrow, or by interpleading the same, which amount shall remain undistributed until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the Defaulting Party's right to institute legal action for recovery of such amounts.

(b) Except as provided by Section 27 regarding "Leasehold Mortgagee Protections," should an Event of Default remain uncured by the Defaulting Party the Non-Defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, all of which remedies shall be cumulative.

18. Notices. All notices required under this Agreement shall be given:

(a) to Landlord at:

21 West Church Street, Jacksonville, Florida 32202
Attention: Donald L. Burch, Jr., Director of Real Estate Services

with a copy to:

Office of the General Counsel
117 West Duval St., Suite 480

Jacksonville, FL 32202
Attn: General Counsel

(b) to Tenant at:
c/o Juwi Solar Inc.
1805 29th Street, Suite 2050
Boulder, CO 80301
Attention: General Counsel

or at such other address as each party may from time to time specify by notice in writing to the other. Any notice properly mailed, postage and fees prepaid, shall be deemed delivered when mailed, whether or not received, except that notices of change of address shall not be effective until actually received.

19. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

20. Tenant's Authority. Tenant warrants that it has all requisite power and authority, has taken all action required by its organizational documents and applicable law, and has obtained all consents which are necessary to authorize or enable it to execute and deliver this Agreement and to consummate the transactions contemplated herein. The individuals executing this Agreement on Tenant's behalf have been duly authorized and are empowered to bind Tenant to this Agreement.

21. Governing Law. This Agreement and the rights, obligations and remedies hereunder shall be interpreted and governed in all respects by the laws of the State of Florida. Any suit, action, or other legal proceeding arising out of or relating to this Agreement shall be brought in the Court's of record of the State of Florida in Duval County, or in the Court's of the United States (Middle District of Florida). The Landlord and the Tenant hereby waive any objections each may have to the laying of venue in any such courts.

22. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

23. Recording. This Agreement shall not be recorded in the public records without the Landlord's prior written consent; provided that, Landlord and Tenant shall execute in recordable form, and Tenant shall then record, a memorandum of the Agreement satisfactory in form and substance to Landlord and Tenant. Landlord hereby consents to the recordation of the interest of an Assignee in the Property.

24. Modification. No modification, alteration or amendment to this Agreement, or any waiver of rights hereunder, shall be binding unless in writing and executed by the parties hereto, their heirs, successors or assigns.

25. Entire Agreement. It is agreed between the parties that neither the Landlord nor Tenant, including Tenant's agents, have made any statement, promise, or agreement verbally or in writing in conflict with the terms of this Agreement. Any and all representation by either of the parties or their agent made during negotiations prior to the execution of this Agreement and which representations are not contained in the provisions hereof shall not be binding upon either of the parties hereto. It is further agreed that this Agreement contains the entire agreement between the parties, and no rights are to be conferred upon either party until this Agreement has been executed.

26. Waivers. In the event the Landlord waives any breach of any provision herein, in whole or in part, such waiver shall not be deemed to waive any other or future breach. Any consent or approval requested by Tenant (including consent to assignment or subletting) shall, if given, be effective only as to the actions specifically approved and shall not be deemed a continuing consent, approval or waiver. Any consents or approvals of the Landlord require to be obtained hereunder may be given or withheld in the discretion of the Landlord.

27. Leasehold Mortgage Provisions.

(a) Leasehold Mortgagee Protection. In the event that any Leasehold Mortgage, deed of trust or other security interest in this Agreement or in any Solar Power Facilities, or any portion thereof, is entered into by Tenant or any Assignee (a "Leasehold Mortgage"), then any person who is the mortgagee of a Leasehold Mortgage (a "Leasehold Mortgagee") shall, for so long as its Leasehold Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 27. Tenant shall send written notice to Landlord of the name and address of any such Leasehold Mortgagee. Failure of Tenant to give notice of any such Leasehold Mortgagee shall not constitute a default under this Agreement and shall not invalidate such Leasehold Mortgage, but shall solely have the effect of not binding the Landlord to the Leasehold Mortgagee.

(b) Leasehold Mortgagee's Right to Possession. So long as Leasehold Mortgagee shall have first cured any default of Tenant of this Agreement, a Leasehold Mortgagee shall have the right: (i) to assign its security interest, in conformance with Section 11 herein; (ii) to enforce its lien and acquire title to the leasehold estate by any lawful means; (iii) to take possession of and operate the Solar Power Facilities or any portion thereof and to perform all obligations to be performed by Tenant hereunder, or to cause a receiver to be appointed to do so; and (iv) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third party who is at least as creditworthy as the Leasehold Mortgagee as of the date of such transfer and is properly licensed or otherwise authorized to own and operate its assets and Tenant's assets and to perform the Tenant's obligations under the PPA. Landlord's consent shall not be required for the acquisition of the encumbered leasehold estate, by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

(c) Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any Event of Default of Tenant, Landlord shall give Notice of Default to each Leasehold Mortgagee, of which it has notice, concurrently with delivery of such

notice to Tenant. In the event Landlord gives a Notice of Default, the following provisions shall apply:

(i) The Leasehold Mortgagee shall have the same period after receipt of the Notice of Default to remedy the default, or cause the same to be remedied, as is given to Tenant, plus, in each instance, the following additional time periods: (i) fifteen (15) days, for a total of forty five (45) days after receipt of the Notice of Default in the event of any Monetary Default; and (ii) thirty (30) days, for a total of seventy five (75) days after receipt of the Notice of Default in the event of any Non-Monetary Default, provided that such 75-day period shall be extended for the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such Non-Monetary Default by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable and continuous diligence. The Leasehold Mortgagee shall have the right to substitute itself for the Tenant and perform the duties of Tenant hereunder for purposes of curing such defaults. Landlord expressly consents to such substitution, agrees to accept such performance provided such performance is in compliance with the terms of the Agreement, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the original Tenant hereunder. Landlord shall not terminate this Agreement prior to the expiration of the cure periods available to a Leasehold Mortgagee as set forth above.

(ii) Following acquisition of Tenant's leasehold estate by the Leasehold Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Leasehold Mortgagee or party acquiring title to Tenant's leasehold estate shall, cure all defaults within the time frames set forth in Section 17 (as extended pursuant to Section 27(c)(i)), whereupon such Events of Default shall be deemed waived.

(iii) Any Leasehold Mortgagee or other party who acquires Tenant's leasehold interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on Tenant by this Agreement so long as such Leasehold Mortgagee or other party has ownership of the leasehold estate or possession of the Property.

(d) No Merger. There shall be no merger of the Agreement, or of the leasehold estate created by the Agreement, with the fee estate in the Property by reason of the fact that the Agreement or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including Mortgagee) having an interest in the Agreement or in the leasehold estate or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and


shall duly record the same.

(c) Estoppel Certificates. Landlord shall execute such estoppel certificates (certifying as to such matters as Tenant may reasonably request, including without limitation that no default then exists under this Agreement, if such be the case) and/or consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements as Tenant, any Assignee or Mortgagee may reasonably request from time to time.

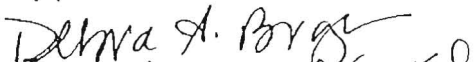
IN WITNESS WHEREOF, the Parties have executed this agreement the day and year first above written.


Signed, sealed and delivered
in the presence of:


Print: Cathy Barnwell


Print: Vickie Cavey

APPROVED AS TO FORM:

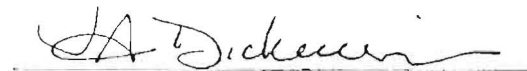

Office of General Counsel


Print: JAY SONNENBERG


Print: STEPHEN IHNOT

LANDLORD:

JEA


By: J. A. Dickenson
Its: Managing Director/CEO
Date: MAY 8, 2009

TENANT:

JACKSONVILLE SOLAR LLC



By: Michael J. Martin
Its: President
Date: MAY 5, 2009

EXHIBIT A
Legal Description of Property

A PORTION OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 23 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 89°11'02" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 13, A DISTANCE OF 1925.71 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°11'02" WEST, ALONG LAST SAID LINE, 790.43 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 13; THENCE SOUTH 88°10'46" WEST, CONTINUING ALONG SAID SOUTHERLY LINE OF SECTION 13, A DISTANCE OF 2492.21 FEET; THENCE NORTH 00°00'00" EAST, 171.14 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 301 (A 200 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 30°49'33" EAST, ALONG LAST SAID LINE, 2046.42 FEET; THENCE NORTH 90°00'00" EAST, 1737.30 FEET; THENCE NORTH 00°00'00" EAST, 428.06 FEET; THENCE NORTH 90°00'00" EAST, 1261.10 FEET; THENCE SOUTH 00°00'00" WEST, 1661.03 FEET; THENCE NORTH 90°00'00" WEST, 188.67 FEET; THENCE SOUTH 00°00'00" WEST, 275.14 FEET; THENCE NORTH 90°00'00" WEST, 577.40 FEET; THENCE SOUTH 00°00'00" WEST, 316.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 157.90 ACRES, MORE OR LESS.

Exhibit B

Insurance Requirements

During the term of the Agreement, Tenant shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

<u>Schedule</u>	<u>Amount</u>
<u>Workers' Compensation</u>	
Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts)	Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability)
<u>Commercial General Liability</u>	
Premises-Operations	\$1,000,000 each occurrence
Products-Completed Operations Contractual Liability Independent Contractors Broad Form Property Damage Explosion, Collapse and Underground Hazards (XCU Coverage) as appropriate	\$2,000,000 annual aggregate for bodily injury and property damage, combined single limit
<u>Automobile Liability</u>	
All autos-owned, hired or non-owned	\$1,000,000 each occurrence, combined single limit
<u>Excess or Umbrella Liability</u>	\$2,000,000 each occurrence and annual aggregate
<u>All Risk Property Damage</u> (Tenant's Property, including Leased, Rented, or Borrowed Property of Others by Tenant)	Valued at 100 percent of Replacement Cost New (No Allowance for Physical Depreciation)

Tenant shall specify Landlord as an additional insured for all required liability insurance. Tenant's liability insurance shall be primary to any and all other insurance or self-insurance maintained by Landlord. Tenant shall include a Waiver of Subrogation on all required insurance in favor of Landlord, its governing board, officers, employees, agents, successors and assigns.

Tenant's insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to Landlord. Immediately following execution of the Agreement, Tenant shall provide Landlord with a Certificate of Insurance, mailed to JEA Real Estate Services, Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139. The Insurance certificate shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by Landlord.

Any contractors or subcontractors of Tenant shall procure and maintain the insurance required of Tenant for their work on Landlord's Property. Tenant shall submit its' contractors' and subcontractors' Certificates of Insurance to Landlord prior to allowing them to perform work on Landlord's Property,

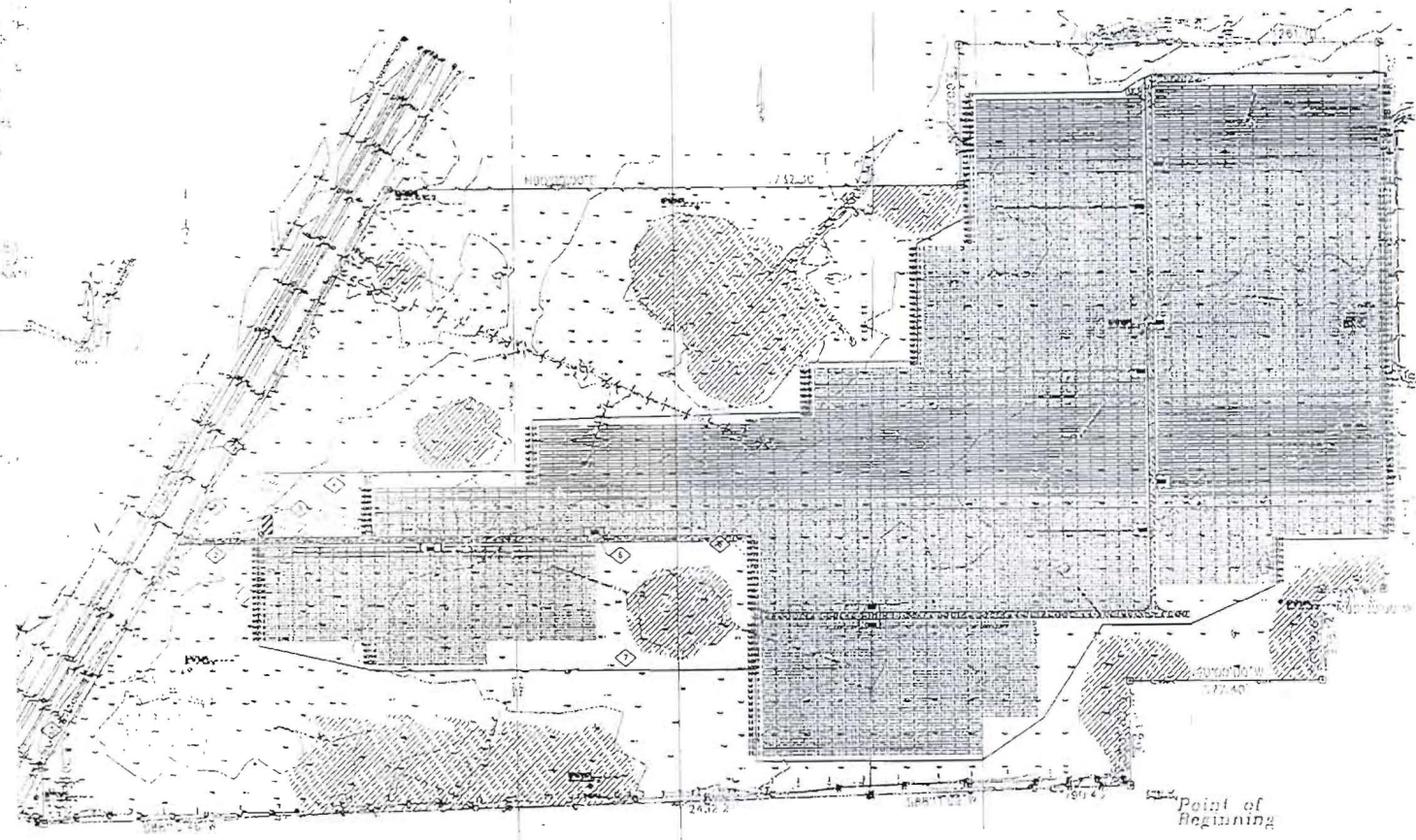
EXHIBIT C

PRELIMINARY SITE PLAN

[See attached]

1. THE AREA ENCLOSED BY THE
 LINE IS THE TOTAL SIZE
 OF THE SITE.
 2. THE AREA ENCLOSED BY THE
 LINE IS THE TOTAL SIZE
 OF THE SITE.
 3. THE AREA ENCLOSED BY THE
 LINE IS THE TOTAL SIZE
 OF THE SITE.
 4. THE AREA ENCLOSED BY THE
 LINE IS THE TOTAL SIZE
 OF THE SITE.
 5. THE AREA ENCLOSED BY THE
 LINE IS THE TOTAL SIZE
 OF THE SITE.
 6. THE AREA ENCLOSED BY THE
 LINE IS THE TOTAL SIZE
 OF THE SITE.
 7. THE AREA ENCLOSED BY THE
 LINE IS THE TOTAL SIZE
 OF THE SITE.
 8. THE AREA ENCLOSED BY THE
 LINE IS THE TOTAL SIZE
 OF THE SITE.
 9. THE AREA ENCLOSED BY THE
 LINE IS THE TOTAL SIZE
 OF THE SITE.
 10. THE AREA ENCLOSED BY THE
 LINE IS THE TOTAL SIZE
 OF THE SITE.

1. THE AREA ENCLOSED BY THE
 LINE IS THE TOTAL SIZE
 OF THE SITE.
 2. THE AREA ENCLOSED BY THE
 LINE IS THE TOTAL SIZE
 OF THE SITE.
 3. THE AREA ENCLOSED BY THE
 LINE IS THE TOTAL SIZE
 OF THE SITE.
 4. THE AREA ENCLOSED BY THE
 LINE IS THE TOTAL SIZE
 OF THE SITE.
 5. THE AREA ENCLOSED BY THE
 LINE IS THE TOTAL SIZE
 OF THE SITE.
 6. THE AREA ENCLOSED BY THE
 LINE IS THE TOTAL SIZE
 OF THE SITE.
 7. THE AREA ENCLOSED BY THE
 LINE IS THE TOTAL SIZE
 OF THE SITE.
 8. THE AREA ENCLOSED BY THE
 LINE IS THE TOTAL SIZE
 OF THE SITE.
 9. THE AREA ENCLOSED BY THE
 LINE IS THE TOTAL SIZE
 OF THE SITE.
 10. THE AREA ENCLOSED BY THE
 LINE IS THE TOTAL SIZE
 OF THE SITE.



NO	Drawn	Checked	Reviewed	Approved	REVISIONS	NO	Drawn	Checked	Reviewed	Approved	REVISIONS	Jacksonville Solar	Site Layout	A2.01
1	1/1/01	1/1/01	1/1/01	1/1/01		1	1/1/01	1/1/01	1/1/01	1/1/01		Jacksonville, FL	juwi	CONCEPTUAL
2	1/1/01	1/1/01	1/1/01	1/1/01		2	1/1/01	1/1/01	1/1/01	1/1/01		SCALE: 1" = 50'	SHEET: 1 of 1	REV: 1

APPENDIX E

PERFORMANCE TEST

Performance Ratio

Due to the annual variations in the solar resource a *performance ratio* is calculated to describe the level of resource utilization of a whole PV system. The performance ratio is the overall system efficiency defined as the useful energy generated by the PV system divided by the total energy incident on the collector plane, considering the global irradiance incident on the collector plane, the module efficiency at the Standard Test Conditions (STC), and the total collector area. Therefore, the performance ratio expressed as a percentage can be written as:

$$PR = 100 * \frac{E_{ac}}{(\eta_{module} * I_{POA} * A_{array})}$$

Where

- PR = Performance Ratio (%)
- E_{ac} = Energy generated by the PV system (kWh/yr)
- η_{module} = Conversion efficiency of module at STC (%)
- I_{POA} = Actual annual irradiance incident on the plane of the array (kWh/m²-yr)
- A_{array} = Total collector area (m²)

The performance ratio accounts for the inefficiencies of the entire PV system from incident angle effects at low sun angles to the inverter efficiency at various operating conditions. As a result, the performance ratio can be calculated as a function of all system inefficiencies. For this analysis, the following system components are included in the overall system efficiency calculation:

- Module conversion efficiency degradation
- Near shading effect of modules on direct and diffuse irradiance
- Incident angle effects at low sun angles
- PV loss due to irradiance level
- PV loss due to temperature
- Array soiling loss
- Module quality loss
- Module array mismatch loss
- DC ohmic wiring loss
- Inverter loss during operation (efficiency)
- Inverter loss over nominal power
- Inverter loss due to power threshold
- Inverter loss over nominal inverter voltage
- Inverter loss due to voltage threshold

- Inverter loss due to suboptimal maximum power point tracking
- AC impedance wiring loss
- Transformer loss
- Forced outage loss
- Planned outage loss

The performance ratio is therefore the product of the conversion efficiency losses divided by 100. Expressed as an equation where l represents the system conversion losses, the performance ratio becomes:

$$PR = \frac{1 * (1 - l_1) * (1 - l_2) * \dots * (1 - l_n)}{100}$$

PVSYST v4.32 was used as the basis for annual generation calculations and for the initial determination of the performance ratio. PVSYST is a detailed hourly PV simulation software package developed by the University of Geneva for the study, sizing, simulation and data analysis of PV systems.¹ The software is widely used in Europe and the United States to calculate PV system generation and is one of two simulation software packages recommended by First Solar to accurately predict the performance of the FS-2 Series PV modules to be used in the Project.² The performance ratio given by PVSYST is processed in Excel to account for additional losses not included within the software.

Performance Test

As a final step in the project commissioning process, the performance ratio will be tested on site using several spot readings. Since the performance ratio is a function of the AC power produced and the theoretical power at Standard Test Conditions (STC) adjusted for actual plane of array irradiance, it can easily be calculated in the field. However, there are several annual loss factors that should be adjusted for the spot measurement in order to get an accurate assessment of the performance ratio during the spot test. The following list highlights the annual loss factors, which are adjusted to account for the conditions during the performance test:

- The soiling losses (typically 3-5% annually) should be 1% (assuming modules have recently been deployed or cleaned).
- Since the test will be conducted during the middle of the day (within 3 hours of solar noon) the incident angle losses at low sun angles should be set to zero.
- The planned outage and forced outage losses will be zero during the test.

¹ <http://www.pvsyst.com/>

² First Solar Design Document PD-5-301-MS, Recommended Parametric Descriptions of FS Series 2 PV Modules for use with PVSYST® versions 3.2 and Higher.

Performance Test Parameters		
Parameter	Conversion Gains/Losses	System Efficiency
Irradiation of Tilted Surface	0.0%	100.0%
Module conversion efficiency degradation*	-0.2%	99.8%
Near shading effect of modules	-0.5%	99.3%
Incident angle effects at low sun angles	0.0%	99.3%
PV loss due to irradiance level	1.5%	100.8%
PV loss due to temperature**	-6.3%	94.5%
Array soiling loss	-1.0%	93.5%
Module quality loss	0.0%	93.5%
Module array mismatch loss	-2.0%	91.7%
DC ohmic wiring loss	-2.6%	89.3%
Inverter loss during operation (efficiency)	-2.0%	87.5%
Inverter loss over nominal power	0.0%	87.5%
Inverter loss due to power threshold	0.0%	87.5%
Inverter loss over nominal inverter voltage	0.0%	87.5%
Inverter loss due to voltage threshold	0.0%	87.5%
Inverter loss due to suboptimal MPPT	-0.5%	87.1%
AC impedance wiring loss	-1.5%	85.8%
Transformer loss	-1.8%	84.2%
Forced outage loss	0.0%	84.2%
Planned outage loss	0.0%	84.2%
Expected Performance Test Ratio		84.2%
Safety Factor	-4.0%	80.9%
Adjusted Performance Test Ratio		80.9%

*Assumes modules have been deployed for an average of 4 months

**Assumes 50 deg C cell temperature during test.

The following is the test sequence to verify the performance ratio:

- 1.) The test should only be performed when the measured irradiance is greater than 400 W/m^2 and the sun is within 3 hours of solar noon to ensure accurate test results.
- 2.) Verify calibration of the project pyranometer by comparing the irradiance reading with at least two other calibrated test pyranometers. Place pyranometer on same plane (tilt) as array.
- 3.) Use three cell temperature measurements, one located at top of array, one in the middle, and one at the bottom.
- 4.) Using the installed revenue grade power meter or precision hand held power meter, the calibrated project pyranometer (or average of the three pyranometer readings), take simultaneous readings of the AC power output at the interconnection point, and plane of array irradiance measurements every minute for 10 minutes. Average results.
- 5.) Wait 20 minutes and perform test again. Repeat test at least 8 times.

- 6.) Update spot test performance guarantee table with actual PV loss due to temperature values calculated using methodology described above. Average results
- 7.) Calculate performance ratio for each of the 8 samples dividing the AC power produced (E_{ac}) by the product of the plane of array irradiance measurement (I_{POA}), module efficiency at STC (η_{module}), and module total array area (A_{array}) (See equation below). Average results.
- 8.) Compare test results with guaranteed spot test performance ratio to verify compliance.

$$PR = 100 * \frac{E_{ac}}{(\eta_{module} * I_{POA} * A_{array})}$$

APPENDIX F

INSURANCE COVERAGES

[As described in the Lease]

**FIRST AMENDMENT TO
RENEWABLE ENERGY PURCHASE POWER AGREEMENT**

This **FIRST AMENDMENT TO RENEWABLE ENERGY PURCHASE POWER AGREEMENT** (this "Amendment") is made as of August 19, 2009 ("Amendment Effective Date") by and between JEA, a body politic and corporate ("Buyer"), and JACKSONVILLE SOLAR LLC, a Delaware limited liability company ("Seller"). Seller and Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. **WHEREAS**, Seller and Buyer are parties to that certain Renewable Energy Purchase Power Agreement dated as of May 8, 2009 (including the Appendices attached thereto, the "Agreement"); and

B. **WHEREAS**, the Parties now desire to modify certain terms and conditions of the Agreement as set forth herein.

NOW THEREFORE, in consideration of the foregoing, of the mutual covenants and agreements herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to the following:

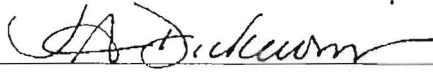
1. Definitions and Rules of Construction. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement, and the rules of construction set forth in Section 1.2 of the Agreement shall apply to this Amendment.
2. Amendment Effective Date. This Amendment is effective as of the Amendment Effective Date.
3. Amendment to Extend Term Five Years. Section 2.1 of the Agreement is amended as of the Amendment Effective Date by (a) deleting the words "twenty-five (25) years" and replacing them with "thirty (30) years and (b) deleting the date "August 31, 2036" and replacing it with the date "August 31, 2041".
4. Amendment to Add Abandonment or Failure to Meet Performance Ratio as a Default. Section 12.1(b) of the Agreement is amended as of the Amendment Effective Date by deleting the words "(Intentionally omitted.)" and replacing them with: "at any time following the Full Commercial Operation Date, either (i) the complete cessation of the operation of the Facility for a period of six (6) months or longer (excluding time periods attributable to a Force Majeure event), (ii) the failure of the Facility to generate Electric Energy at least at 80% of the Performance Ratio for a period of twelve (12) months or longer (excluding time periods attributable to a Force Majeure event); provided, however,

that Seller shall be permitted to repair or replace existing equipment or install additional equipment (including racking, modules, inverters, cabling and combiner boxes) and perform a subsequent Performance Ratio test in order to demonstrate to Buyer that the Facility will generate at least 80% of the Performance Ratio, or (iii) the relinquishment of all possession and control of the Facility by Seller, other than a transfer permitted under this Agreement. If Buyer in good faith believes that Seller is failing to meet 80% of the Performance Ratio, the Buyer shall, not more than once per year, require testing in accordance with the methodology in Appendix E to confirm compliance with 80% of the Performance Ratio. In the event that Buyer requests a Performance Ratio test under this Section 12.1(b), the Adjusted Performance Test Ratio described in Appendix E will be reduced to account for module degradation since the Initial Commercial Operation Date, calculated as (1) the Adjusted Performance Test Ratio minus (2) the number of years (or fraction thereof) that have elapsed since the Initial Commercial Operation Date multiplied by the annual degradation rate of 0.6% per year;”

5. Amendment to Replace Appendix C. Appendix C to the Agreement is hereby replaced in its entirety as of the Amendment Effective Date with Appendix C attached to this Amendment.
6. General Terms.
 - (a) Agreement. The Agreement, as amended hereby, remains in full force and effect. From and after the Amendment Effective Date, be deemed to refer to the Agreement as amended hereby.
 - (b) Governing Laws. This Amendment shall be construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions.
 - (c) Counterparts. This Amendment may be executed in more than one counterpart, each of which may be signed by fewer than all Parties, but all of which together shall constitute one and the same agreement.
 - (d) Partial Invalidity. The Parties do not intend to violate any laws governing the subject matter in this Amendment. If any of the terms of this Amendment are finally held or determined to be invalid, illegal or void as being contrary to any applicable law or public policy, all other terms of the Amendment shall remain in effect. The Parties shall use best efforts to amend this Agreement to reform or replace any terms determined to be invalid, illegal or void, such that the amended terms (i) comply with and are enforceable under applicable law, (b) give effect to the intent of the Parties in entering into this Amendment and (c) preserve the balance of the equities contemplated by this Amendment in all material respects.

IN WITNESS WHEREOF, Seller and Buyer have duly executed this Amendment as of the date first written above.


BUYER: JEA

By 

Name: J. A. Dickenson

Title: Managing Director/Chief Executive Officer

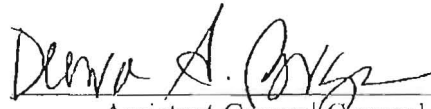
SELLER: JACKSONVILLE SOLAR LLC

By 

Name: Michael J. Martin

Title: President

Form Approved by:


Assistant General Counsel

APPENDIX C

ENERGY RATE PAYMENT SCHEDULE

The Energy Rate shall be the sum of (i) the amount set forth in the table below and (ii) the Interconnection Cost Adder defined below. The “Annual Fixed Price” below is the amount per MWh of Electric Energy provided:

Year	Annual Fixed Price (per MWh)
2010	\$158.20
2011	\$162.55
2012	\$167.02
2013	\$171.61
2014	\$176.33
2015	\$181.18
2016	\$186.16
2017	\$191.28
2018	\$196.54
2019	\$201.95
2020	\$207.50
2021	\$213.21
2022	\$219.07
2023	\$225.10
2024	\$231.29
2025	\$237.65
2026	\$244.18
2027	\$250.90
2028	\$257.80
2029	\$264.89
2030	\$272.17
2031	\$279.66
2032	\$287.35
2033	\$295.25
2034	\$303.37
2035	\$311.71
2036	\$311.71
2037	\$311.71
2038	\$311.71

2039	\$311.71
2040	\$311.71

"Interconnection Cost Adder" means, for any Interconnection Upgrade Costs payable by Buyer that are in excess of \$214,000 an amount equal to \$0.37 per MWh for each \$25,000 of such Interconnection Upgrade Costs.

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of Solar)	DOCKET NO. 090109-EI
Energy Power Purchase Agreement)	FILED: APRIL 19, 2010
Between Tampa Electric and Energy)	
5.0, LLC)	

REDACTED

TAMPA ELECTRIC COMPANY'S
ANSWERS TO FOURTH SET OF INTERROGATORIES (NOS. 80 - 83)
OF
FLORIDA PUBLIC SERVICE COMMISSION STAFF

Tampa Electric files this its Answers to Interrogatories (Nos. 80 - 83) propounded and served on March 29, 2010, by the Florida Public Service Commission Staff.

**TAMPA ELECTRIC COMPANY
DOCKET NO. 090109-EI
INDEX TO STAFF'S FOURTH SET OF INTERROGATORIES (NOS. 80- 83)**

<u>Number</u>	<u>Witness</u>	<u>Subject</u>	<u>Bates Stamped Page</u>
80	Smith	If TECO issued a new request for proposal (RFP) for solar renewable energy of similar size and scope as the Energy 5.0 project, would TECO expect the proposals to be higher or lower than the current contract, and please explain why?	1
81	Smith	Please compare and contrast the attached as-available energy contract, submitted to the Commission by Progress Energy on March 5, 2010, with the negotiated contract between TECO and Energy 5.0.	2
82	Smith	Please compare and contrast the attached as-available energy contract, submitted to the Commission by Progress Energy on March 24, 2010, with the negotiated contract between TECO and Energy 5.0.	3
83	Smith	With the negotiated contract between TECO and Energy 5.0, please compare and contrast the attached as-available JEA energy contract and first amendment, executed on May 8, 2009, and August 19, 2009, respectively, which JEA submitted to the Commission.	4

Benjamin Smith II
Manager, Power Marketing

Tampa Electric Company
702 N. Franklin Street
Tampa, Florida 33602

TAMPA ELECTRIC COMPANY
DOCKET NO. 090109-EI
STAFF'S FOURTH SET OF
INTERROGATORIES
INTERROGATORY NO. 80
PAGE 1 OF 1
FILED: APRIL 19, 2010

80. If TECO issued a new request for proposal (RFP) for solar renewable energy of similar size and scope as the Energy 5.0 project, would TECO expect the proposals to be higher or lower than the current contract, and please explain why?
- A. The existing agreement with Energy 5.0 resulted from the 2007 renewable RFP. A 2010 request for solar proposals would most likely produce different results, since market conditions have changed due to the economic downturn, lower statewide load forecasts and the lack of renewable portfolio standard legislation. It is likely that today's indicative proposals would be less than the solar proposals tendered in 2007.

**TAMPA ELECTRIC COMPANY
DOCKET NO. 090109-EI
STAFF'S FOURTH SET OF
INTERROGATORIES
INTERROGATORY NO. 81
PAGE 1 OF
FILED: APRIL 19, 2010**

- 81.** Please compare and contrast the attached as-available energy contract, submitted to the Commission by Progress Energy on March 5, 2010, with the negotiated contract between TECO and Energy 5.0.
- A.** Tampa Electric does not have access to Progress Energy's as-available energy cost, however; Tampa Electric's projected levelized avoided energy cost are approximately \$80/MWH. The avoided energy cost does not include any costs associated with renewable energy or greenhouse gas legislation.

TAMPA ELECTRIC COMPANY
DOCKET NO. 090109-EI
STAFF'S FOURTH SET OF
INTERROGATORIES
INTERROGATORY NO. 82
PAGE 1 OF 1
FILED: APRIL 19, 2010

82. Please compare and contrast the attached as-available energy contract, submitted to the Commission by Progress Energy on March 24, 2010, with the negotiated contract between TECO and Energy 5.0.
- A. Tampa Electric does not have access to Progress Energy's as-available energy cost, however; Tampa Electric's projected levelized avoided energy cost are approximately \$80/MWH. The avoided energy cost does not include any costs associated with renewable energy or greenhouse gas legislation.

**TAMPA ELECTRIC COMPANY
DOCKET NO. 090109-EI
STAFF'S FOURTH SET OF
INTERROGATORIES
INTERROGATORY NO. 83
PAGE 1 OF 2
FILED: APRIL 19, 2010**

- 83.** With the negotiated contract between TECO and Energy 5.0, please compare and contrast the attached as-available JEA energy contract and first amendment, executed on May 8, 2009, and August 19, 2009, respectively, which JEA submitted to the Commission.
- A.** The attached table provides a comparison of the negotiated contract between Tampa Electric and Energy 5.0 LLC to the contract between JEA and Jacksonville Solar LLC.

TAMPA ELECTRIC COMPANY
DOCKET NO. 090109-EI
STAFF'S FOURTH SET OF INTERROGATORIES
INTERROGATORY NO. 83
PAGE 2 OF 2
FILED: APRIL 19, 2010

Year	Energy 5.0 PPA Energy	Energy 5.0 Annual Fixed Price	Energy 5.0 Total	Annual NPV 2011	Cumulative NPV	Energy 5.0 PPA Energy	Jacksonville Solar LLC Annual Fixed Price	Jacksonville Solar LLC Total	Annual NPV 2011	Cumulative NPV	Difference between Energy 5.0 and Jacksonville Solar \$(000)
	(MWh)	(\$/MWh)	\$(000)	\$(000)	\$(000)		(MWh)	(\$/MWh)	\$(000)	\$(000)	
2010	0	0.00	0	0	0	0	158.20	0	0	0	0
2011	48,250					48,250	162.55	7,843	7,843	7,843	
2012	48,380					48,380	167.02	8,080	7,482	15,325	
2013	48,250					48,250	171.61	8,280	7,100	22,425	
2014	48,250					48,250	176.33	8,508	6,755	29,180	
2015	48,250					48,250	181.18	8,742	6,427	35,607	
2016	48,380					48,380	186.16	9,006	6,131	41,739	
2017	48,250					48,250	191.28	9,229	5,818	47,557	
2018	48,250					48,250	196.54	9,483	5,536	53,092	
2019	48,250					48,250	201.95	9,744	5,267	58,359	
2020	48,380					48,380	207.50	10,039	5,025	63,384	
2021	48,250					48,250	213.21	10,287	4,768	68,152	
2022	48,250					48,250	219.07	10,570	4,536	72,688	
2023	48,250					48,250	225.10	10,861	4,316	77,004	
2024	48,380					48,380	231.29	11,190	4,118	81,122	
2025	48,250					48,250	237.65	11,467	3,907	85,029	
2026	48,250					48,250	244.18	11,782	3,717	88,747	
2027	48,250					48,250	250.90	12,106	3,537	92,284	
2028	48,380					48,380	257.80	12,472	3,374	95,658	
2029	48,250					48,250	264.89	12,781	3,202	98,860	
2030	48,250					48,250	272.17	13,132	3,046	101,906	
2031	48,250					48,250	279.66	13,494	2,898	104,805	
2032	48,380					48,380	287.35	13,902	2,765	107,570	
2033	48,250					48,250	295.25	14,246	2,624	110,194	
2034	48,250					48,250	303.37	14,638	2,496	112,690	
2035	48,120					48,120	311.71	14,999	2,369	115,059	
2036	0	0.00	0	0		0	311.71	0	0	115,059	0
2037	0	0.00	0	0		0	311.71	0	0	115,059	0
2038	0	0.00	0	0		0	311.71	0	0	115,059	0
2039	0	0.00	0	0		0	311.71	0	0	115,059	0
2040	0	0.00	0	0		0	311.71	0	0	115,059	0

Notes:
Comparison based on contract energy rate.
Interconnection costs not included in comparison.
Discount rate used was 7.99%.

A F F I D A V I T

STATE OF FLORIDA)
)
COUNTY OF HILLSBOROUGH)

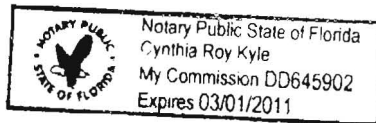
Before me the undersigned authority personally appeared Carlos Aldazabal who deposed and said that he is Director, Tampa Electric Company, and that the individuals listed in Tampa Electric Company's response to Staff's Fourth Set of Interrogatories, (Nos. 80-83) prepared or assisted with the responses to these interrogatories to the best of his information and belief.

Dated at Tampa, Florida this 15th day of April, 2010.

Carlos Aldazabal

Sworn to and subscribed before me this 15th day of April, 2010.

Cynthia Roy Kyle



My Commission expires _____