

**Contract for
Purchase and Sale of Green Tags
Between _____
And Cascade Solar Consulting LLC**

This Contract is between _____(Seller), the legal owner of a ___ kW capacity photovoltaic renewable energy system located at _____, and Cascade Solar Consulting LLC (CSC or Buyer), a private firm located in Gladstone, OR.

Recitals

The Seller desires to sell the Green Tags resulting from the generation of electrical power by Seller's photovoltaic renewable energy system to CSC.

The Seller understands that the Green Tags sold under this Letter of Agreement will in turn be sold by CSC to 3 Phases Energy and that 3 Phases Energy may sell those Green Tags to other parties.

Definitions

"Green Tags" are the Non-Power Attributes associated with the power generated from specified renewable energy facilities. A Green Tag represents the Non-Power Attributes made available by the generation of one megawatt-hour (MWh) from one or more from specified facilities.

"Non-Power Attributes" means the fuel, emissions, or any other characteristic of a specified renewable energy resource deemed of value to the Parties except for the energy, capacity, reliability, or power quality attributes. These attributes include but are not limited to any avoided emissions of pollutants to the air, soil or water such as sulfur dioxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), and any other pollutant that is now or may in the future be regulated under the pollution control laws of the United States; and further include any avoided emissions of carbon dioxide (CO₂) and any other greenhouse gas (GHG) that contributes to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere, along with any applicable Green Tag reporting rights to these avoided emissions that may be available from a legally constituted or designated authority.

Terms and Conditions

The Seller agrees:

1. The Seller agrees to sell the Green Tags derived from the AC output of the operating small photovoltaic renewable energy generating system to CSC for the period of _____, 20__ through _____, 20__.
- 1a. The Seller has received an Energy Trust of Oregon incentive: ____Yes____No.

If "Yes", please list the Start Date that Seller's ownership period begins pursuant to Seller's agreement with Energy Trust; if you are uncertain as to the Start Date please contact Energy Trust at (503) 445-7611. After the terms and conditions of this ___ year Agreement are met, the Energy Trust of Oregon will own all Green Tags/Certificates produced by the Renewable Resource in accordance with Seller's agreement with Energy Trust.

2. To sell exclusively to CSC 100% of the Green Tags derived from the electricity produced by the photovoltaic renewable energy system for the duration of the contract at a price of \$50.00 per MWh or

fraction thereof for electricity generated from solar photovoltaic (PV) systems, with CSC's payments to be made annually by March 31 of the year following production.

3. That 3 Phases Energy has exclusive publicity rights to the Green Tags purchased from the system for the duration of the contract.
4. That the Seller acknowledges that he is conveying all the non-power attributes to the buyer and therefore the Seller agrees to refrain from making any environmentally-related or other "green" claims associated with the generation of electricity from the renewable energy system. Specifically, Seller agrees to refrain from claiming that Seller's facility is "green powered," "solar powered," or otherwise powered by renewable energy, since Seller is transferring the right to make such claims to CSC and the ultimate buyers of the Green Tags. However, the Seller is entitled to claim that : (a) he is hosting the facility and/or (b) he is facilitating the development of new renewable energy resources in the Northwest through the sale of Green Tags.
5. To keep the system in full working order for the duration of the contract, and/or to report any electrical or mechanical failures or other events that interfere with the routine performance of the system.
6. To provide annual AC production meter readings each year.
7. To provide a signed affidavit by January 31 of each year confirming facts related to the previous calendar year's production (draft copy attached as Appendix A).

The Seller certifies:

1. That the Green Tags have not been sold or otherwise transferred to, and have not been claimed by, the Seller or by any other entity, such as a utility, energy marketer, renewable energy supplier, or any other entity.
2. That the photovoltaic renewable energy system was/will be placed into service no earlier than June 1 2002, and that such equipment was not been used in an earlier installation.
3. That the system is fully grid-tied with a legally installed interconnection configuration.
4. That the system has a net metering or other interconnection agreement signed with the local serving electric utility.
5. That the basis for the amount of Green Tags from the system is the AC output of the renewable energy system as directly metered.¹
6. That seller is a legal entity or individual.

CSC agrees:

1. To purchase 100% of Green Tags offered by the Seller under this contract.
2. To provide payment to the Seller annually based on the selected measurement/estimation method, such payment to be made by March 31 of the year following production of the Green Tags.
3. To provide sole management, liaison, and communication with 3 Phases Energy on behalf of the participating Seller.

Both CSC and the Seller agree:

1. That if either party fails to meet any of its material obligations as described in this agreement, that party shall be deemed to be in default.
2. If one party defaults, the defaulting Party shall has a 60-day grace period to cure the default after receiving written notification of the default.
3. If the default remains uncured after the 60-day grace period, the non-defaulting Party may terminate this agreement. The non-defaulting party shall provide written notice of termination and termination shall be effective upon receipt of such notice. Upon termination, the defaulting party agrees to pay the

¹ Seller understands that for verification of all self-reported data, the energy measured and reported by the producer will be compared with resource availability for the period (solar radiation kWh/m2) by CSC to test for reasonableness of the self-reported output. CSC will use the state/regional data as assembled by the University of Oregon Solar Center or recognized local monitoring station in verifying reported output.

other party a one-time termination penalty equal to \$10 per kW of generating capacity for each remaining month of this agreement. In the event of termination, no other damages will be available to either Party, and the Parties will have no further obligation under this agreement.

4. If there is no default, still either party shall have the right to terminate this Agreement with 90 days advance written notice to the other party, and shall pay the termination penalty equal to \$10 per kW of generating capacity for each remaining month of this agreement. In the event of termination, no other damages or compensation (beyond the termination penalty) will be available to either Party, and the Parties will have no further obligation under this agreement.

Authorized Signature for Cascade Solar Consulting LLC:

Douglas R. Boleyn, P.E.
Managing Member

Dated: _____

Authorized Signature for the Seller:

Seller

Title/Position

Dated: _____

Appendix A

Attestation for Solar Green Tags Delivered From a Small Solar/Wind Electric Power Facility (≤ 10 kilowatts) Selling Green Tags to Wholesale Buyer

Owner of Facility: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ email: _____

Location of Facility (if different from above address)	
Type of Generation	Photovoltaic
Capacity (kilowatts installed)	
Date Placed into Service	
Current Period of Delivery	
Kilowatt Hours Delivered in Period	

I, (print name) _____, declare that:

- a. I am the owner of the Facility at the location provided above;
- b. The information provided on this form is true and correct to the best of my knowledge;
- c. The Facility generated the kilowatt hours of electric power identified above during the period of delivery identified above;
- d. The Green Tags (as defined in my contract with my Wholesale Buyer) which represent all the environmental attributes of that electric power were not sold or transferred to any other party;
- e. The electric power generated was either consumed on the premises or delivered, via a net billing or similar arrangement, to my serving utility; and,
- f. I have made no public or private claim that the premises are solar/wind-powered from this Facility for any period of delivery during which I have sold and transferred the Green Tags from the facility to a third party (however, I may claim that the Facility is producing solar or wind power, and that my participation in the Green Tag program has enabled this additional renewable energy to be delivered into the power system).

Signature: _____

Date: _____ Place of Execution: _____