Energy Justice Partner Addendum

To

Solar Power **Purchase Agreement**

This Energy Justice Partner Addendum to Solar Power Purchase Agreement (this “**EJP Addendum**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) and is made part of that certain Solar Power Purchase Agreement between the Parties (“**Agreement**”) with respect to the System (as defined in the Agreement) located at the System Location (as set forth in Exhibit 2 of the Agreement and below.

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| **Purchaser:** |  | **Seller:** |  |
| **Name and Address** | Purchaser Name, [Inc.]  111 Street Name  City, State 00000-0000  Attention: Customer Contact | **Name and Address** | Seller Name  111 Street Name  City, State 00000-0000  Attention: Seller Contact |
| **Phone** | (\_\_\_) \_\_\_-\_\_\_\_\_\_\_ | **Phone** | (\_\_\_) \_\_\_-\_\_\_\_\_\_\_ |
| **Fax** | None | **Fax** | (\_\_\_) \_\_\_-\_\_\_\_\_\_\_ |
| **E-mail** | \_\_\_\_\_\_\_@\_\_\_\_\_\_\_\_\_\_\_\_\_ | **E-mail** | \_\_\_\_\_\_\_@\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Premises Ownership** | Purchaser [\_] owns [\_] leases the Premises.  List Premises Owner, if different from Purchaser: \_\_\_\_\_\_\_\_\_\_ | **Additional Seller Information** |  |

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| **Energy Justice Partner:** |  |
| **Name and Address** | EJP Name, [Inc.]  111 Street Name  City, State 00000-0000  Attention: Customer Contact |
| **Phone** | (\_\_\_) \_\_\_-\_\_\_\_\_\_\_ |
| **Fax** | None |
| **E-mail** | \_\_\_\_\_\_\_@\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Additional Information** |  |

**System Location: [Site Street Address, City, State 99999]**

The following provisions are hereby incorporated into the Agreement and the Agreement is hereby amended as follows:

1. **Donations.** 
   1. **Monthly Donations to EJP.** In addition to any payments due to Seller, Purchaser will make donations to EJP based on the electricity generated by the System.The monthly payment for such donation will be equal to the applicable $/kWh rate shown in **Exhibit 1** (the “**Contract Price**”) multiplied by the number of kWh of electricity generated in the applicable month, as measured by the Meter (as defined in Section 11).
   2. **Monthly Invoices.** EJP shall invoice Purchaser monthly. Such monthly invoices shall state (i) the amount of electricity produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount of the donation due from Purchaser. Seller shall provide EJP with (i) the amount of electricity produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Amendment and (iii) the total amount of the donation due from Purchaser.
   3. Payment Terms. All amounts due under this Amendment are due and payable net thirty (30) days following receipt of invoice. Any undisputed portion of the invoice amount not paid within such thirty (30) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) above the Prime Rate (but not to exceed the maximum rate permitted by law). All payments shall be made in U.S. dollars.
2. **Use of Donations**
   1. EJP warrants it is a private charitable foundation organized under the provisionsof Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), in order to further the charitable intent established by the board of directors of the Foundation.
   2. EJP agrees that all donations and all amounts earned by investing such donations shall be used by the EJP for [**INSERT USES]**.

IN WITNESS WHEREOF the undersigned Purchaser, Seller, and Energy Justice Partner have executed this Energy Justice Partner Addendum.

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| **Energy Justice Partner: \_\_\_\_\_\_\_\_\_** Signature:  Printed Name:  Title:  Date: |

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| **Purchaser: Purchaser Name, [Inc.]** Signature:  Printed Name:  Title:  Date: | **Seller: \_\_\_\_\_\_\_\_\_** Signature:  Printed Name:  Title:  Date: |