



## Shared Energy Savings Agreement

This Agreement sets forth the Terms and Conditions for Services relating to services that Energy Surety Capital LLC ("ESC") provides with products and infrastructure installed at or on the Customer's property as described in subsequently executed project-specific exhibits. Each project-specific exhibit is included as an addendum to this Agreement and binds the undersigned parties and incorporates all of the Terms and Conditions in this Agreement and represents a separate binding agreement between ESC and Customer.

### General Terms and Conditions

Each Exhibit A ("SES Project Agreement") to this Shared Energy Savings Agreement ("SES Agreement"), which incorporates these General Terms and Conditions (these "General Terms") executed by the parties to the SES Agreement, represents a separate binding agreement between Customer and ESC. Capitalized terms not defined in these General Terms have the meanings given in the applicable SES Project Agreement.

- 1. Scope of Engagement:** ESC will provide energy saving solution(s) to Customer as described in the SES Project Agreement at the location listed in the applicable SES Project Agreement (the "Location"). Subject to the limitations set forth herein, the SES solutions that ESC will provide under the applicable SES Project Agreement are as follows (the "Services"): At ESC's sole cost and expense, ESC shall or shall have its contractor(s) design, procure, construct and install the SES Solution(s) at the Location(s). ESC shall allow Customer to use the SES Solution at the Location to reduce the amount and cost of Customer's energy consumption.
- 2. Service Contract:** The parties intend the SES Agreement to be a "service contract" within the meaning of the Internal Revenue Code and Generally Accepted Accounting Principles.
- 3. "Term of Service"** means the initial time period for performance of Services with an SES Solution as defined in the SES Agreement and any subsequent corresponding Additional Term(s) and shall automatically extend for successive Additional Terms unless either party has provided written notice to the other party to terminate the SES Solutions described in the SES Project Agreement at least [30] days prior to the commencement of the applicable Additional Term.
- 4. Service Acceptance.** Each SES Project begins on the date that the parties execute the SES Project Agreement. ESC will provide Customer written notice that SES Solution is complete, tested, operational and capable of providing the agreed upon Services (the "Completion Notice"). Customer will timely (i) execute and deliver to ESC, a Certificate of Acceptance (Exhibit B) acknowledging the above, or (ii) provide written notice specifically explaining any portion of the SES Solution that Customer reasonably believes not to comply with the requirements of the SES Project Agreement (the "Deficiency Notice"). If a Deficiency Notice is received, (A) Customer shall be deemed to have accepted any portions of the SES Solution which are not described as deficient in the Deficiency Notice, and (B) if the applicable SES Project Agreement calculates SES Payments based on a variable metric (such as kWh usage), Customer shall pay interim SES Payments to ESC calculated on the applicable metric with respect to the accepted portions of the SES Solution upon receipt of an invoice from ESC; (C) if the applicable SES Project Agreement provides SES Payments based on a contractually defined amount without reference to an outside variable metric, Customer shall pay interim SES Payments to ESC calculated on a pro rata basis of the initial monthly SES Payment. For purposes of calculating the expiration of the Initial Term, the commencement of the Initial Term of Service (the "SES Start Date") will be deemed to occur when the Customer has accepted SES Solution in its entirety.
- 5. Savings Determination:** If actual data for a variable metric is unavailable, ESC may make a reasonable estimate to calculate SES payment by interpolating the data collected from historical, similarly situated SES Solutions of Customer or other reasonable means. ESC shall include a summary of all such estimated amounts on the monthly invoice. Customer Usage of the SES Solution shall never be less than Minimum Usage and Usage Saving shall never be less than zero for SES Payments calculations. In the event baseline conditions, including Customer's usage of the SES Solution or Property in which ESC has deployed it, change during the Service Term, Customer shall notify ESC of such change within three (3) days of any such change and the Parties shall meet to determine whether such changes require modification or cessation of the SES Agreement.



6. **Ownership Assets:** Throughout the Term of Service, ESC shall be the legal and beneficial owner of the SES Solution at all times and the SES Solution shall remain the personal property of ESC and shall not attach to or be deemed a part of, or fixture to, the Location. ESC retains the sole ownership of all of its applicable copyrights, trade secrets, patents and other intellectual property rights in and relating to the SES Solution. Nothing in the SES Solution shall be deemed to grant Customer any rights in or to the SES Solution, except for the rights specifically granted herein. Customer's use of the SES Solution shall be solely for its own needs. Both ESC and Customer agree that the ESC is the tax owner of the SES Solution and all tax filings and reports will be filed in a manner consistent. The SES Solution shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Customer will not take the position on any tax return or in any other filings suggesting that this Agreement is anything other than ESC providing energy saving services. ESC owns and will retain the benefits of all tax attributes, credits, rebates, subsidies and other governmental incentives with respect to the SES Solution. Upon request, Customer shall assist, act as agent, or be trustee for ESC, as owner of the SES Solutions to secure for ESC's sole benefit all related incentives, promotions, rebates, subsidies, and governmental incentives.
7. **License to Use Assets:** The parties acknowledge and agree that it is the intent of the parties that the transactions contemplated by the SES afford Customer solely the right and license to use the SES Solution and shall not in any manner be construed to constitute any transfer of an ownership or leasehold interest in the SES Solution to Customer. Customer hereby authorizes ESC to cause any SES Project Agreement, SES Agreement or other instruments, including Uniform Commercial Code Financing Statements, to be filed or recorded for the purposes of identifying ESC's interest in the SES Solution, and Customer agrees to execute and deliver all such instruments at the request of ESC, and that ESC may execute and deliver such instruments for and on behalf of Customer.
8. **Asset Use:** Customer will exclusively operate each Unit in complete accordance with the applicable laws of each jurisdiction in which it is used. At no time will Customer use Units, or permit others to use Units, in a manner outside the manufacturer applicable specifications and recommendations. Customer will permit only appropriately licensed users to operate the Units.
9. **Asset Condition:** Customer will operate the Units only if they are in good condition and maintained in accordance with manufacturer's specifications and recommendations. Customer shall notify ESC within 24 hours following Customer's discovery of any material malfunction or interruption in the operation of a SES Solution.
10. **No Alteration of Asset:** Customer shall be responsible in all respects for any loss, damage, malfunction, adverse effect, cost or expense directly or indirectly arising out of or resulting from any occurrence or conditions where the SES Solution(s) reside or are used (including the activities of third parties other than ESC's contractors), or Customer's negligence, willful misconduct or breach of the SES Agreement. ESC shall not be responsible for any SES Solution to the extent relating to service, modification, interference, improper operation, damage or abuse by anyone other than ESC without ESC's prior written consent. Customer agrees that it will not contract, allow or permit any officer, employee, representative, agent or any other party acting by, through or under Customer to access, perform service on, inspect, alter, modify or otherwise interfere with the SES Solution unless authorized by ESC in writing. ESC shall not be responsible for any loss, damage, costs or expenses directly and indirectly arising out of or resulting from improper operation, service, maintenance, repair, modification, improper environmental controls, or force majeure of the SES Solution by anyone other than ESC or an ESC approved contractor. A "force majeure event" means any event or circumstance beyond the reasonable control of and without the fault or negligence of the party claiming "force majeure event", such as war, riot, terrorism, explosion, fire, lightning, earthquake, natural disaster, or unavailability of electricity, gas or other utility services. If an SES Solution requires repairs for which ESC is not responsible, Customer shall reimburse ESC for diagnosing and correcting the problem based on 1.25x of ESC's associated out-of-pocket costs. ESC shall provide Customer with reasonable notice prior to accessing Customer's property to make standard repairs. Notwithstanding the foregoing or any other provision of the SES Agreement, ESC does not guarantee specific availability or performance characteristics of the SES Solution.
11. **Access to Assets:** Customer grants to ESC and to ESC's agents, employees, suppliers, contractors, subcontractors, lenders, and insurers an irrevocable exclusive license during the Service Term and for 120 days thereafter, for access to, on, over, under and across any facility the SES Solution resides for the purposes of (a) installing, owning, accessing, maintaining, replacing and removing the SES Solution; and (b) as otherwise reasonably necessary or appropriate to perform any of the Services, protect its interest in the SES Solution and enforce ESC's rights set forth in the SES



Agreement. ("Access License"). Customer shall ensure all areas in or around the SES Solution will be free from any obstruction or interference that would prohibit or hinder ESC's access to the SES Solution or the performance of the SES Solution. Notwithstanding the foregoing, Customer shall retain the right, exercised upon written notice to ESC setting forth the relevant details, to object to specific personnel of ESC and its agents, employees, suppliers, contractors, subcontractors, lenders, and insurers who have failed to comply with codes of conduct or other similar policies applicable to Customer's personnel at the SES Location.

12. **Internet Access:** Where practicable, Customer shall provide ESC with continuous Internet access during the Service Term to enable ESC to monitor all real time and aggregated operating data generated by or relating to the SES Solution.
13. **Insurance:** Customer shall obtain and maintain throughout the Service Term (as primary insurance for ESC and Customer), property damage and liability insurance and insurance against loss or damage to the SES Solution including, without limitation, loss by fire (including so-called extended coverage), theft, collision and such other risks of loss as are customarily insured against on the SES Solution hereunder and by businesses in which Customer is engaged, in such amounts, in such form and with such insurers as shall be reasonably satisfactory to ESC; provided, however, that the amount of insurance against loss or damage to the SES Solution shall be not less than the installed replacement value of the SES Solution. Such insurance policies shall name ESC, its successors and/or assigns, as loss payee and additional insured, and shall not be terminated without giving ESC, its successors and/or assigns 30 days' prior written notice thereof. ESC shall provide Provider a certificate of insurance evidencing the same. ESC, its successors and/or assignees, shall be under no duty either to ascertain the existence of or to examine such insurance policy or to advise Customer in the event such insurance coverage shall not comply with the requirements hereof.
14. **No Encumbrance of Asset:** Customer shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to any SES Solution or interest therein, and shall indemnify ESC against all costs and expenses incurred in terminating, discharging or releasing any such items. Customer will be responsible for (either by direct payment or by reimbursement of amounts ESC has paid) all taxes, citations, fines and fees (including any related penalties and interest).
15. **ESC's General Indemnity Obligation:** ESC shall indemnify, defend and hold Customer harmless from and against all (i) third party claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including reasonable attorneys' fees) ("Claims") for injury to or death of persons and for damage to property to the extent arising out of or resulting from ESC's gross negligence, willful misconduct, intentional misrepresentation or breach of the SES Agreement, or (ii) Claims of infringement by the SES Solution of any patent, copyright, trademark, or other intellectual property rights of a third party. Customer agrees to give ESC prompt notice of any such claim or liability. In the event a claim for infringement is brought or, in the reasonable opinion of ESC is likely to be brought, ESC may, at ESC's commercially reasonable option and at no charge to Customer, (A) obtain a license so that Customer may continue using the SES Solution; (B) modify the SES Solution to avoid any infringement (provided that such modifications remain functionally equivalent to the unmodified versions); or (C) replace the SES with compatible, functionally equivalent, and non-infringing substitute(s). The foregoing provisions of this paragraph state the sole and exclusive liability of ESC, and the sole and exclusive remedy of Customer, with respect to any actual or alleged claim of Infringement or misappropriation of intellectual property rights.
16. **Customer's General Indemnity Obligation :** ESC shall have no liability for, and Customer shall indemnify and hold ESC harmless from and against all (i) Claims alleging that the SES Solution infringes any copyright, trade secret, patent or trademark of any third party, to the extent such Infringement or alleged infringement is based on any customization, modification, or other change to the SES Solution made at Customer's request, (ii) Claims arising from the combination of the SES Solution with third-party products and/or services, (iii) Claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including reasonable attorneys' fees) for injury to or death of persons and for damage to property related to the operation and/or condition of the Units to the extent arising out of or resulting from actions of third parties while on premises under the control of Customer into which ESC has installed the SES Solution(s), and (iv) Claims to the extent arising out of or resulting from Customer's gross negligence, willful



misconduct, intentional misrepresentations, breach of the SES Agreement, or misuse of the SES Solution. Customer agrees to give ESC prompt notice of any such claim or liability.

17. **Limitation of Liability:** Except for each party's indemnification obligations with respect to third party claims set forth in the two (2) immediately preceding paragraphs, NEITHER PARTY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, MANAGERS, MEMBERS, AGENTS, EMPLOYEES, CONTRACTORS OR SUPPLIERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THEIR PERFORMANCE OR NON-PERFORMANCE HEREUNDER EVEN IF ADVISED OF SUCH.
18. **Limitation of Damages:** Except for each party's indemnification obligations with respect to third party claims set forth in paragraphs 15 and 16, ESC'S AGGREGATE LIABILITY UNDER ANY SES AGREEMENT ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE SES AGREEMENT SHALL NOT EXCEED THE TOTAL SES PAYMENTS ACTUALLY PAID TO ESC UNDER THE APPLICABLE SES AGREEMENT DURING THE PRIOR 12 MONTHS PRECEDING THE DATE THAT THE EVENTS THAT FIRST GAVE RISE TO SUCH LIABILITY OCCURRED. THESE PROVISIONS ALLOCATE RISKS UNDER THE SES AGREEMENT BETWEEN ESC AND CUSTOMER. ESC'S PRICING OF THE SES REFLECTS THIS ALLOCATION OF RISKS AND THIS LIMITATION OF LIABILITY AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.
19. **Force Majeure:** Except as expressly otherwise provided, neither party shall be liable to the other to the extent it is unable to perform its obligations under the SES Agreement (other than payment obligations) due to a force majeure event (as describe above).
20. **Payment Default:** If Customer fails to pay any amount due and payable under the SES Agreement within 30 days of the due date (a "Payment Default"), ESC may terminate the SES Agreement immediately upon written notice to Customer, and Customer shall pay to ESC the Termination Fee. "Termination Fee" is an amount equal to the sum of (a) all amounts then due and unpaid by Customer, plus (b) all costs and expenses (including attorney's fees) incurred by ESC in enforcing its rights hereunder, plus (c) (i) the highest monthly payment paid or payable with respect to the applicable SES agreement within the prior 12 months, multiplied by (ii) the reasonably expected number of months remaining in the Service Term. Customer also shall remain solely responsible for timely payment of all utility bills associated with operations at the Location identified in the SES Agreement. This Agreement, under no circumstances, transfers any responsibility for utility bills to ESC at any time.
21. **Other Default:** If a party fails to substantially perform any other material obligation under the SES Agreement (a "Non-Payment Default"), the non-defaulting party must issue a default notice to the defaulting Party, and the defaulting party must commence to cure such Non-Payment Default within a reasonable period. If the Non-Payment Default is not cured in a reasonable period, the non-defaulting party may pursue any remedy under the SES Agreement, at law or in equity, including an action for damages and termination of the SES Agreement or suspension of performance of its obligations under the SES Agreement; provided, if Customer is the defaulting party and ESC terminates the SES Agreement, Customer shall pay to ESC the Termination Fee. If ESC is the defaulting party, Customer sole and exclusive remedies shall be repair or replacement by ESC of the deficient SES Solution items with a conforming item, or termination of the SES Agreement at the end of the then-current term and ESC removal of the SES Solution, as applicable.
22. **Termination Consequences:** Upon termination for any reason other than ESC default, Customer shall either, at its sole expense, (a) uninstall and deliver the SES Solution(s), undamaged and in good working order, to the location defined by ESC; or (b) purchase the SES Solutions "AS-IS", "WITH ALL FAULTS", and "WITHOUT WARRANTY OF ANY KIND" from ESC by paying the Buyout Price. Buyout Price means the Unit Value reduced every 12 months from SES Start Date, on a straight-line basis, over the Useful Life to a minimum amount equal to 10% of ESC Costs.
23. **SES Payments:** Customer shall pay monthly payments to ESC as set forth in the applicable SES Project Agreement ("SES Payments") as a share of savings from the baseline costs as set forth in the SES Project Agreement. At the SES Start Date, ESC shall have performed a substantial portion of the Services contemplated herein. Customer's obligation to make payments to ESC under this Agreement shall be without condition and shall not be subject to any offset, reduction, abatement or deferment. ESC shall invoice Customer electronically each month, and invoiced



amounts are due in full by the 15th day thereafter by credit card, ACH or wire. Any monthly amount that is late or unpaid shall be increased to an amount as if the SES Payment Sharing Percentage for the month was 100%. After an additional 30 additional days, any amount still owed will accrue interest at the lesser of 12% per annum or the maximum rate permitted by law. If payments are made by credit card, Customer will maintain with ESC valid and complete credit card information. Customer agrees to promptly update ESC in writing regarding Customer's "Levelized Cost per kWh" for purposes of the applicable SES Project Agreement as Customer energy costs or rate structure changes.

- 24. **Governing Law:** The law of the State of Minnesota shall govern the SES Agreement without giving effect to conflict of laws principles.
- 25. **Disputes:** Any dispute arising from or relating to the SES Agreement shall resolved through arbitration in Minneapolis, MN. The JAMS Arbitration and Mediation services shall administer the arbitration in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the parties agree, a mediator may be consulted prior to arbitration. The parties knowingly and voluntarily waive any and all right to litigate matters in court, including a trial by jury.
- 26. **Complete Agreement:** The SES Agreement, together with any Exhibits, completely and exclusively states the agreement of the parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the parties, oral or written, regarding its subject matter. The SES Agreement may be modified only by a document signed by both parties. The SES Agreement may not be assigned in whole or in part by either party without the other party's written consent, except that ESC may assign the SES Agreement (i) to an affiliate, (ii) in connection with any collateral assignment relating to a financing transaction, or (iii) as part of a sale of substantially all of its entire business. If any provision of the SES Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render the SES Agreement unenforceable or invalid as a whole. Except as otherwise expressly provided herein, the SES Agreement and all associated rights are intended for the sole benefit of the parties and shall not imply or create any rights on the part of, or obligations to, any third party. All notices shall be sent in writing to such party's address and email address listed on the SES Agreement, or as subsequently updated by written notice by such party.

The exhibits listed below are incorporated by reference and made part of this SES Agreement.

Exhibit A ("EX A-1")      SES Project Agreement  
 Exhibit B ("EX B-1")      Agreement Certificate

The undersigned parties enter into the Master SES Agreement as of \_\_\_\_\_.

City of Belle Plaine, MN

By: Dawn Meyer  
 Name: Dawn Meyer  
 Title: Interim City Administrator  
 Phone: 952-873-5553  
 E-Mail: dmeyere@ci.belleplaine.mn.us  
 Address: 218 N Meridian St  
 Belle Plaine, MN 56011

Energy Surety Capital, LLC

Sean P. Lyle

By: \_\_\_\_\_  
 Name: Sean P. Lyle  
 Title: CEO  
 Phone: 602.469.4546  
 Email: sean@espedge.com  
 Address: 2375 E. Camelback Road  
 Suite 600  
 Phoenix, AZ 85016

Exhibit A-1  
 SES Project Agreement



This Exhibit to the Shared Energy Savings Agreement effective as of \_\_\_\_\_, 20\_\_ ("SES Agreement") between Energy Surety Capital LLC ("ESC") and the undersigned Customer, the terms of which are incorporated herein. This SES Project Agreement incorporates the General Terms and Conditions set forth in the SES Agreement and represents a binding agreement between ESC and Customer separate from any agreement of which another SES Project Agreement is a component. In the event of any inconsistency between the terms of this SES Project Agreement and the General Terms and Conditions, the specific terms of this SES Project Agreement shall prevail.

**SITE INFORMATION**

Site Names	<ul style="list-style-type: none"> <li>▪ The Public Works Building</li> <li>▪ The Water Treatment Plant</li> <li>▪ The Waste Water Plant</li> <li>▪ City Hall Building</li> <li>▪ The Police Department Building</li> <li>▪ <del>The Fire Department Building</del></li> <li>▪ The Library</li> </ul>
Address	Multiple: City of Belle Plaine, MN

*No work completed at this facility 12/22/16 Omega*

*\* Agreed by Jim Connelly*

**SES SOLUTION**

Description of Solution	Quantity	Specific Installation Information
<ul style="list-style-type: none"> <li>▪ Replace current lights with LED lamps and fixtures, as needed, with lighting controls where appropriate</li> <li>▪ Store/dispose of existing lights</li> <li>▪ Provide ongoing maintenance, repair, replacement and warranty management of installed lights</li> </ul>	As needed As needed As needed	
Target Operational Date:	October 15 <sup>th</sup> , 2016	"Useful Life": 10 Years

**TERM INFORMATION ("TERM")**

"Initial Term":	5 Months	"Additional Term":	Additional 1-month terms, automatic renewal
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Projected Customer Savings over 10 Years:	Assumptions	Electricity Savings	Rate	\$ Savings
Yearly Average: \$8,738		160,895 kWh/year	\$0.10/kWh	\$16,089 / year
10 Year Total: \$87,388				



**SES PAYMENT ALLOCATION**

Monthly SES Payment = Usage Savings x kWh Cost x SES Payment Percentage										
Usage Savings	Actual kWh Usage multiplied by Savings Rate									
Levelized Cost	Total previous 12 months' electricity expenses divided by Unit Usage									
Baseline Usage	Same month, average of prior three (3) years Unit Usage from SES Start Date, subject to factors identified below as agreed between the parties									
Baseline Conditions	Factors (e.g., building occupancy, building function, time of use, seasonal climate conditions, etc.) that have an Impact on baseline usage of SES solution) *									
kWh Cost (including utility capacity charges):	Blended energy cost per kWh as listed below and as updated to reflect current published utility rate schedule for Client									
Current kWh Cost per kWh:	\$0.10 / kWh									
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
ESP	70%	67.5%	65%	62.5%	60%	55%	50%	45%	40%	30%
Client	30%	32.5%	35%	37.5%	40%	45%	50%	55%	60%	70%

\* In the event that factors determining the baseline usage changes by greater than 10%, in either direction, during the term of the SES Project Agreement, the Parties shall revisit the payment allocation and determine whether savings against the baseline under the new operational profile warrant continuation of the SES Project Agreement and whether the Parties need to adjust payment allocations or terminate this Shared Energy Savings Agreement.

**CASH FLOW**

Expected cash flows are based on calculated and expected savings based on current load profile.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Client	\$4,334	\$5,343	\$5,399	\$5,977	\$6,586	\$9,027	\$10,310	\$11,658	\$13,074	\$15,681
ESP	\$10,112	\$11,097	\$10,027	\$9,961	\$9,879	\$11,033	\$10,310	\$9,538	\$8,716	\$6,720



**BUYOUT SCHEDULE**

In the event Customer opts to terminate this SES Agreement, Customer may elect to pay the amount listed on the following schedule to acquire the SES Solution "as is" with no warranty on a straight line depreciated basis. Such payment will terminate ESC's ownership of the SES Solution and obligation to maintain, operate or repair that Solution.

Contract Year	Buyout Payment Amount	Contract Year	Buyout Payment Amount
1	\$68,290	6	\$31,189
2	\$60,949	7	\$22,595
3	\$54,275	8	\$14,299
4	\$47,299	9	\$6,370
5	\$40,021	10 and beyond	\$0

**SIGNATURES**

City of Belle Plaine, MN

By: Dawn Meyer  
 Name: Dawn Meyer  
 Title: Interim City Administrator

Energy Surety Capital, LLC

By: Sean P. Lyle  
Energy Surety Capital, LLC  
 10000 W. 10th Avenue, Suite 1000  
 Denver, CO 80202  
 Tel: 303.733.1100  
 Fax: 303.733.1101  
 www.escapital.com  
 Name: Sean P. Lyle  
 Title: CEO

Effective Date: \_\_\_\_\_, 2016



**Exhibit B-1  
Acceptance Certificate**

Reference is hereby made to that certain SES Project Agreement dated effective as of \_\_\_\_\_, 20\_\_, incorporating the General Terms and Conditions set forth in this SES Agreement effective as of \_\_\_\_\_, 20\_\_ (together with the SES Project Agreement, the "SES Solution"), between Energy Surety Capital LLC, as ESC and [\_\_\_\_\_], as Customer. All terms used herein and not otherwise defined shall have the meaning ascribed to them in the SES Agreement and SES Project Agreement.

The undersigned hereby certifies that the SES Solution(s) described in the SES Project Agreement, Exhibit A, has been designed, integrated, commissioned and is working as described under the SES Agreement and is fully operational based on the start date listed below.

SES Project Agreement No. \_\_\_\_\_

Start Date: \_\_\_\_\_

End of Initial Term: \_\_\_\_\_

City of Belle Plaine

By: Dawn Meyer 12/22/16  
Name: Dawn Meyer  
Title: Finance Director