

Exhibit A-8

(Sample Solar Easement and License Agreement.)

EXHIBIT G

FORM SOLAR EASEMENT AND LICENSE AGREEMENT

Recording Requested By

And When Recorded Mail To:

Attn: _____

Space above this line for recorder's use

SOLAR EASEMENT AND LICENSE AGREEMENT

This SOLAR EASEMENT AND LICENSE AGREEMENT (this “**Easement Agreement**”), is effective as of _____, 20__ (“**Effective Date**”) by and between _____, LLC, a _____ limited liability company, its successors and assigns (“**Provider**”), and Westtown School, a Pennsylvania non-profit corporation (“**Customer**”). Provider and Customer are sometimes individually referred to as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Customer is the owner of certain real property commonly known as _____, located at _____, as more particularly described on **Easement Exhibit A** attached hereto (the “**Property**”).

WHEREAS, Customer desires to implement systems which will help control energy consumption and costs on its properties;

WHEREAS, subject to the terms and conditions of that certain Power Purchase Agreement effective as of _____, 20__, by and between Provider and Customer (as amended, modified and in effect from time to time, the “**Power Purchase Agreement**” or “**PPA**”), Customer has engaged Provider to install, operate and maintain certain energy producing systems (the “**System**”) on a portion of the Property depicted on **Easement Exhibit B** attached hereto (the “**Premises**”);

WHEREAS, Provider desires to sell to Customer and Customer desires to purchase from Provider, the Energy generated by the System in accordance with the terms and conditions of the PPA;

WHEREAS, Provider desires an easement and license from Customer in order to install, operate and maintain the System in furtherance of Provider's obligations under the PPA and Customer is willing to grant such an easement and license to Provider;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the sufficiency of which is acknowledged by both Parties, and intending to be legally bound, the Parties agree as follows:

**ARTICLE 1.
DEFINED TERMS**

Capitalized terms used but not defined herein shall have the same meanings given such terms in the Power Purchase Agreement.

**ARTICLE 2.
GRANT**

(a) For one hundred dollars (\$100) consideration, the receipt of which is acknowledged, and no more, Customer grants to Provider

(i) a non-exclusive license and a non-exclusive easement on, over and across the Premises to install, operate, maintain, repair and replace the System under the terms of the Power Purchase Agreement. Customer reserves the right to grant other licenses or easements on, over and across the Premises, provided such other licenses or easements do not unreasonably interfere with Provider's use of the license or easement.

(ii) a non-exclusive license and a non-exclusive easement on, over and across portions of the Property depicted on Easement Exhibit B as are reasonably necessary for Provider to connect the System under the terms of the Power Purchase Agreement, which parties agree may be amended based on actual field conditions which require modification in design as approved by Customer ;

(iii) a contractual right of access to, on, over and through the internal roads and driveways on the Property (as the same may be modified or relocated from time to time) to access the Premises, at such times and under such circumstances as are reasonable for Provider to perform its obligations and to exercise its rights under the Power Purchase Agreement and this Easement Agreement.

(b) Such rights include, without limitation:

(i) reasonable vehicular and pedestrian access across the Property to the Premises for purposes of conducting inspections, designing, installing, operating, maintaining, repairing and removing the System;

(ii) the right to locate transmission lines and communications cables across the Property at the locations shown on Easement Exhibit B and subject to the reasonable written approval of Customer;

(iii) temporary storage space on the Property convenient to the Premises for materials and tools used during construction, installation, and maintenance of the System, if such storage space is available and does not unreasonably interfere with the use of the Property by Customer and its guests, lessees, invitees, employees, agents and the general public. Provider shall be responsible for storing any such materials or tools in a safe manner.

(iv) water, drainage, electrical, ethernet and internet connections on the Premises, procured and paid by Provider, for use by Provider in installing, operating and maintaining the System.

(c) Customer shall maintain the Property, other than the Premises, in good condition and repair. Prior to Provider's installation of the System, Provider shall have inspected the Premises and satisfied itself that the Premises are in a condition ready for Supplier's installation of the System. Provider shall maintain the Premises in good condition and repair.

(d) Subject to the terms and conditions of the PPA, Customer shall have the right to enter and use the Premises at any time provided that Customer does not interfere with the operation of the System.

ARTICLE 3. TERM

(a) The term of this Easement Agreement (the "**Term**") shall commence on the Effective Date ("**Commencement**") and shall end ninety (90) days after expiration or earlier termination of the Power Purchase Agreement ("**Expiration**").

(b) No later than the Expiration, Provider shall remove the System and record a quitclaim deed to Customer of any and all of its right, title and interest in and to the Property. Provider shall restore the Premises to its original condition as set forth in the Power Purchase Agreement. Provider shall be entitled to remove the System or any part thereof from the Premises, restoring the Premises as set forth in the preceding sentence, at any time not prohibited by the terms of the Power Purchase Agreement.

ARTICLE 4. INGRESS AND EGRESS

Customer may modify or relocate roads and driveways in and around the Property other than the Premises. Provider may modify or relocate roads and driveways in and around the Premises. Customer shall maintain the roads and driveways (as the same may be modified or relocated) in and around the Property other than the Premises, that are necessary for proper ingress and egress to and from, and occupancy of, the Premises, in a manner consistent with Customer's standard operating and maintenance procedures. Provider shall maintain the roads and driveways in and around the Premises (as the same may be modified or relocated), that are necessary for proper ingress and egress to and from, and occupancy of, the Premises, in a manner consistent with Provider's standard operating and maintenance procedures. Provider will observe all speed limits and other rules and regulations established by Customer with respect to roads and driveways existing on the Property including the Premises.

**ARTICLE 5.
PREMISES UTILITIES**

For the purpose of Provider’s construction, installation, maintenance, repair, replacement and operation of the System, Provider’s use of the Premises shall include the right procure and pay for connections to municipal and utility water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, and drainage ditches. Provider shall maintain and repair all utilities running from the System up to the point of interconnection with the electrical infrastructure of Customer’s building or facility (the “**Point of Delivery**”), and Customer shall maintain and repair all utilities, including all pipes, conduits, ducts, electric or other utilities, sinks or other apparatus through which any utility services are provided, at and from the Point of Delivery, in a manner consistent with Customer’s standard operating and maintenance procedures, through the remainder of the Property. Customer is not required to purchase or install additional utilities.

**ARTICLE 6.
PROPERTY RIGHTS**

Customer acknowledges and agrees that the System constitutes personal property, that Provider is the exclusive owner of the System, that Provider is the owner of the energy generated by the System until such energy reaches the Point of Delivery, and that the System may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered with the fee interest in the Property. Customer agrees that this Easement Agreement and the other rights established or granted in this Easement Agreement shall run with the Property and survive any transfer of the Property. Provider is responsible for determining that there are no matters affecting the Property which interfere with the rights of Provider under this Easement Agreement, including the rights of any lien holder, lessor, or creditor. Customer shall not suffer or permit the System to become subject to any lien or encumbrance for debt of any kind that may be owed by or demanded of Customer that could have a material adverse impact in relation to the installation, operating, maintenance, improvement and replacement of the System.

**ARTICLE 7.
QUIET ENJOYMENT**

Customer covenants and agrees that Provider shall lawfully and quietly have, hold, occupy and enjoy the Premises and the appurtenant rights thereto in accordance with the terms hereof throughout the Term, free from any hindrance, interference or molestation by any entity or person having or claiming an interest by, under or through Customer, except as allowed by the terms of the Power Purchase Agreement.

**ARTICLE 8.
ASSIGNMENT**

(a) This Easement Agreement and all of its provisions will be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Easement Agreement and the rights and obligations of Provider under it may be assigned by Provider upon written notice to and approval by Customer. This Easement Agreement and the obligations and rights of Customer under it may be assigned by Customer upon written notice to and approval by Provider.

(b) Notwithstanding the foregoing, (i) Customer acknowledges that Provider may finance the acquisition and installation of the System through financing from lenders[, System lessors] or investors and that Provider's obligations may be secured by, among other collateral, a lien on or encumbrance of the easement established hereunder, or a pledge or collateral assignment of this Easement Agreement. In order to facilitate any such transaction, and with respect to any such lender[, System lessor] or investor of which Provider has notified Customer in writing, Customer consents to the lien on or encumbrance of the easement established hereunder, or the collateral assignment by Provider to the lender[, System lessor] or investor of Provider's right, title and interest in and to this Easement Agreement. Provider shall be entitled to otherwise assign its right, title and interest in and to this Easement Agreement to an affiliate, Investor or other person to whom the Power Purchase Agreement is assigned with notice to and with the prior written consent of Customer.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Applicable Law. This Easement Agreement shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania. Any Dispute shall be resolved in accordance with the applicable provisions of the Power Purchase Agreement.

9.2 Interpretation Rules. Titles and headings are included in this Easement Agreement for convenience only, and shall not be used for the purpose of construing and interpreting this Easement Agreement. Words in the singular also include the plural and vice versa where the context requires.

9.3 Severability. In the event that any provisions of this Easement Agreement are held to be unenforceable or invalid by any court or regulatory agency of competent jurisdiction, Customer and Provider shall use good faith efforts to negotiate an equitable adjustment in the provisions of this Easement Agreement with a view toward effecting the purposes of this Easement Agreement, and the validity and enforceability of the remaining provisions shall not be affected thereby.

9.4 Counterparts. This Easement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

9.5 Amendments and Waivers. Any waiver or amendment of this Easement Agreement must be in writing. Either Party's waiver of any breach or failure to enforce any of the terms of this Easement Agreement shall not affect or waive that Party's right to enforce any other term of this Easement Agreement.

9.6 Further Assurances. Either Party shall execute and deliver such further instruments as may be reasonably requested by the other Party or any title company designated by a Party in order to carry out the terms of this Easement Agreement, including but not limited to any memoranda of this Easement Agreement to be recorded pursuant to Section 9.7 below.

9.7 Recordation. The Parties hereto acknowledge that this Easement Agreement, or a memorandum thereof, may be recorded by Customer, Provider, or any title company or agent designated by the Provider, in the official records of the county in which the Property is located.

9.8 Non-Disturbance Agreement. Customer covenants that it will use reasonable efforts to obtain a non-disturbance and attornment agreement (“NDA”), at Provider’s request, from any third party who now has or may in future obtain an interest in the Property, including, without limitation, any lenders to Customer, which NDA shall provide that such third party (a) acknowledges and consents to Provider’s rights in the Premises, (b) acknowledges that the third party has no interest in the System and shall not gain any interest in the System by virtue of the Parties’ performance or breach of this Easement Agreement, and (c) agrees not to disturb the easement interests hereof in any manner in connection with any foreclosure proceeding or other actions pursued by such third party.

9.9 Estoppel. Either Party, without charge, at any time and from time to time, within fifteen (15) days after receipt of a written request by the other Party, shall deliver a written instrument, duly executed, certifying to such requesting Party, or any other person, firm, or corporation specified by such requesting Party: (i) that this Easement Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not there are then existing any offsets or defenses in favor of the delivering Party against enforcement of any of the terms, covenants and conditions of this Easement Agreement and, if so, specifying the same and also whether the requesting Party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by a Party hereto. Any written instrument given hereunder may be relied upon by the recipient of such instrument.

9.10 No Liens. Customer will not cause any liens of whatever type to be filed, lodged or attached to the System (other than those created by Provider or its creditors). If any such liens are filed, lodged or attached to the System, Customer will do all acts and things at the Customer’s expense to remove such liens and shall fully indemnify Provider for any loss and damage that Provider suffers as a result of a lien on or over the System. Provider shall be entitled to, and is authorized to, file one or more precautionary UCC financing statements which are consistent herewith, in such jurisdictions as it deems appropriate with respect to the System in order to protect its rights in the System.

ARTICLE 15. NOTICES

Except as otherwise provided in this Easement Agreement, or as the addressee may later specify in a written notice, all notices or other communications hereunder shall be in writing and deemed given if delivered via electronic mail at the applicable email addresses below, personally or by a nationally recognized express mail service, addressed as follows:

If to Provider:

_____, LLC
9400 Reeds Rd., Ste. 150
Overland Park, KS 66207

If to Customer:

Westtown School
Attention: Kate Donnelly, Director of Facilities
975 Westtown Road
West Chester, PA 19382
Kate.Donnelly@westtown.edu

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Provider and Customer have executed this Easement Agreement as of the date first above written.

PROVIDER:

_____, LLC, a
_____ limited liability company

By: _____
Name:
Title:

CUSTOMER:

Westtown School

By: _____
Name:
Title: