

AGREEMENT

1201 Staples LLC (“Company”), with respect to the property it owns and controls at 1201 Staples Street NE, and Mark Stilp with respect to the property he owns and controls at 1203 Staples Street NE, agree that:

Company and Mr. Stilp both support the compromise proposed construction work related to 1201 Staples Street, NE as set forth in the BZA 19757 Presentation dated November 28, 2018 (the “Development”).

Company will arrange for Solar Solutions to install a 6kw system on 1201 Staples Street per the estimate separately provided as soon as possible, with Solar Solutions to bear the installation costs and keep all SRECs from the project.

Condo purchaser(s) from Company as selected by Company, and any of purchaser(s) successors and assigns, will be the net metering customer(s) and will receive power savings and discounts not including SRECs.

Company will sign the binding Solar Solutions contract and pay the 30% deposit as soon as the BZA approves the Development (refundable if building permits cannot be issued or construction allowed), and on BZA approval escrow the remainder to be paid to Solar Solutions upon solar system completion on 1201 Staples Street NE.

Company will put terms in condo documents and/or sales contracts and/or land records that the solar panels will not be disturbed, and that Solar Systems can maintain them, pursuant to the solar contract and manufacturer warranties as normally contemplated by Solar Systems for such installations.

In order to defray permanent losses and costs to Mr. Stilp and 1203 Staples Street from lost solar energy and any other associated costs or other disruption from shading and/or the Development, Company will pay Confidential - redacted to protect personal privacy Mr. Stilp -- half when the Development is approved and building permits are issued, with the second half to be escrowed until paid when any needed snow load repairs are made to 1203

Staples Street NE and the Development is substantially complete.

Company at its cost will pay Mr. Sujan Singh (or another licensed structural engineer if he is unavailable) to perform a review and make recommendations for any needed additional structural support for snow load changes as a result of the Development, which the licensed contractor(s) and agent(s) of Company at its cost will address as needed. Company will have Mr. Singh (or his replacement if he is unavailable) complete his review as soon as he is able to do so.


Mr. Stilp will continue to support and cooperate with Company and the Development (including the related construction and issuing of building permits) so that Company can complete the construction of the Development.

Mr. Stilp will continue not to oppose, and will cooperate as needed with, Company (at its cost) obtaining and performing construction based on building permits that allow Company to build the outlined Development. (This would mean for example allowing Company agents, consultants and contractors on 1203 Staples Street NE to examine, access, and complete construction such as to address snow load roof reinforcement recommendations).

Everything in this Agreement remains contingent on the Development being fully and finally approved and building permits for the Development being issued to Company accordingly.

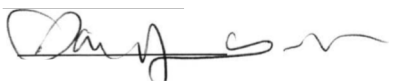
Company and Mr. Stilp will maintain confidentiality with respect to the Development and this Agreement as to third parties, but not to successors or assigns (if any), or as required by law.

Agreed:



Mark Stilp

Mark Stilp – Dated: 11-28-28



Dan Johnson

1201 Staples LLC – Dated: 11-28-28