

Exhibit 1

1550 RELATION TO SUBDIVISION PLAN

Permitting Authority approval of a Site Plan Review shall neither oblige the Permitting Authority to approve any related preliminary or definitive plan for subdivision nor substitute for such approval. However, the Permitting Authority may allow an applicant to combine a submission for a Special Permit or a Site Plan Review with a submission for preliminary or definitive subdivision approval if such submission conforms to all requirements for both a Special Permit or a Site Plan Review and subdivision approval. In such case, the Permitting Authority may conduct a combined public hearing for both a Special Permit or Site Plan Review and subdivision approval.

1551 RELATION TO CONSERVATION COMMISSION APPROVALS

1551.1 The applicant shall submit to the Planning Board or other Permit Granting Authority in addition to other requirements for Site Plan Review, either:

1. A Determination of Non-Applicability of Massachusetts Wetlands Protection Act Massachusetts General Laws, Chapter 131, Section 40 and, Wareham Wetland protective By-Law issued by the Conservation Commission, as described in that Act, or
2. An Order of Conditions or Order of Resource Area Delineation, covering the proposed work, or approving the wetland Resource Area delineations issued by the Conservation Commission for the purpose of protecting those interests described in the Massachusetts Wetlands Protection Act and the Wareham Wetlands Protective By-Laws, Division VI. Section 1, (Purpose).

1551.2 The Planning Board may issue Site Plan Approval only after receipt of the original certified copy of either 1551.1 (a) or (b). (added October 25, 2004)

1560 PROCEDURES

1561 ENFORCEMENT

The Zoning Enforcement Officer shall have enforcement powers over any Site Plan Approval and Orders of Conditions on Comprehensive Permits approved under MGL Chapter 40B. The Zoning Enforcement Officer shall inspect and enforce any and all stipulations and/or conditions placed upon the approval of any Site Plan. Failure to satisfy the conditions of any Site Plan Approval will result in the withholding of the Certificate of Occupancy.

1562 PRE-APPLICATION REVIEW

To promote better understanding and to avoid misunderstanding, applicants shall submit preliminary or completed plans and materials to the Town Planner or the Permitting Authority's designated agent for informal review to ensure that the requirements of Section 1530 have been met.

1563 APPLICATION

Subsequent to a completed Pre-Application Review, application for a Site Plan shall be filed with the Permitting Authority at a regularly scheduled meeting and a copy given forthwith to the Town Clerk. Rules and Regulations governing the issuance of Special Permits may be found in the Town of Wareham Zoning By-Laws Articles 14. The applicant for a Site Plan Review shall accompany the application to the Permitting Authority with fourteen (14) prints of the plans and fourteen (14) copies of any additional plan information required of the applicant. Failure of the applicant to submit the information required under Section 1530, herein, may be grounds for a recommendation of disapproval to the Permitting Authority or disapproval of the application for Site Plan Review.

1564 REVIEW AND DECISION

The Permitting Authority shall evaluate all site plans for uses subject to Site Plan Review. All site plans subject to Site Plan Review shall be filed with the appropriate Special Permit Granting Authority (SPGA) and a copy given forthwith to the Town Clerk by the applicant. Site plans whose use requires authorization by a SPGA other than the Permitting Authority shall be submitted for Site Plan Review to the Permitting Authority at the first regularly scheduled meeting following submission of the plans to the appropriate SPGA. The Permitting Authority shall evaluate such plans and within thirty-five days of receipt of such plans shall forward a written report to the SPGA recommending: approval of such plans without conditions; approval of such plans with conditions; or, disapproval of such plans. No SPGA shall

4. Legal Notice

The Permitting Authority shall provide notice of the public hearing by advertisement in a newspaper of general circulation in the town, fourteen (14) days prior to the public hearing and, again, 5 days prior to said hearing. The cost of the advertisement shall be borne by the applicant who shall present a check for the advertisement(s) as part of the submission.
5. Permitting Authority Action

After the close of the Public hearing, the Permitting Authority shall approve, conditionally approve or deny a Site Plan within 60 days. If the Permitting Authority approves a plan with conditions, those conditions shall be stated on the Certificate of Approval. Four (4) copies of the final approved plans, with conditions, shall be provided to the Permitting Authority within 21 days of the decision and be distributed as follows:

 - a) Planning Board –2 sets
 - b) Building Inspector –1 set
 - c) Persons/Agency Inspecting the Site –1 set
6. Notice of Extension

If at any time during the process of Site Plan Review the applicant wishes an extension of the time period, the request shall be made in writing to the Permitting Authority.
7. Failure to Take Action

In the event that the Permitting Authority fails to hold a public hearing or take action on a Site Plan application within the times set forth in these regulations, or within any extended time period as requested by the applicant, the Site Plan shall be deemed to be approved.
8. Validity of Approval

The approved Site Plan shall be in effect for two (2) years from the date of approval. The applicant or assignees must have begun construction within the two (2) year period. At least thirty (30) days prior to the expiration date of the approval period, the applicant may request, in writing, that the Permitting Authority grant an extension of time. The request shall state the reasons for the requested extension and also the length of time requested.

1566 ADMINISTRATION

1566.1 Fee Structure

1566.2 Site Plan Filing Fee

A non-refundable filing fee shall be remitted to the Permitting Authority at the time the application is filed.

1566.3 The following fee schedule shall be followed:

1. Multi-family/Condominium \$500 (plus \$20 for each unit over 3 units)
2. Commercial/Industrial Building (Up to 5000 sq. ft.) \$500
3. Commercial/Industrial Building (Over 5000 sq. ft.) \$750

1566.4 Site Plan Review Fee.

1. Applicability: Pursuant to M.G.L Chapter 40, 22 f, a Site Plan Review Fee may be established by the Permitting Authority for review of the Site Plan based on an itemized budget estimate prepared by an outside consultant. This fee shall be the reasonable costs to be incurred by the Permitting Authority to assist in the review of the proposed project. The Site Plan Review Fee shall not be a fixed amount but will vary with the costs incurred by the Permitting Authority.
2. Fee Submittal. The applicant shall submit the Site Plan Review Fee to the Permitting Authority upon the receipt of notice and estimate of fee from the Permitting Authority and prior to the Public Hearing. The failure to pay the Site Plan Review Fee shall constitute grounds for denial of the proposed Site Plan.
3. Additional Review Fees: If the consultant(s) review of the Site Plan exceeds the original estimate or should the services of outside consultants be required after the initial Site Plan Review fee has been expended, then the applicant shall be required to pay all additional fees incurred to cover the cost of additional reviews. A new estimate for additional review services shall be prepared and remitted to the applicant. The applicant's failure to pay these fees in their entirety shall be reason for the Permitting Authority to deny approval of the plan.

1566.5 Construction Observation/Inspection Fee

1. The Permitting Authority may decide that the assistance of outside consultants is warranted to observe and inspect the construction of required underground infrastructure and required public

Exhibit 2

“The Applicant acquired the Project from Galehead Development in January 2021. Given the — scarcity of available land for greenfield solar development, as well as the lengthy interconnection timeframes, the Applicant saw value in acquiring a mid-stage development asset with an established interconnection and land position.”

Exhibit 3

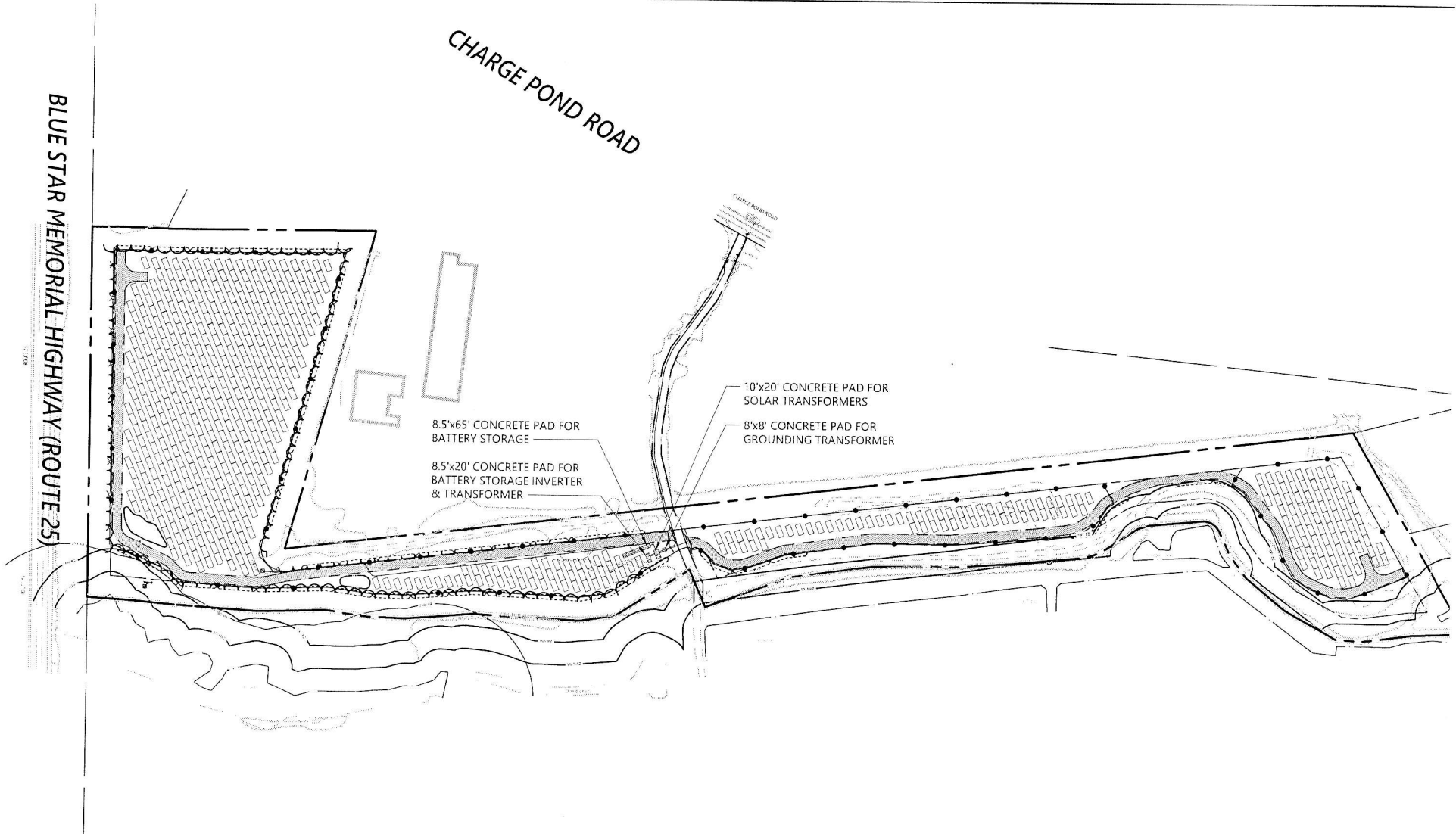


Exhibit 4

**Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
DEPARTMENT OF ENERGY RESOURCES**

**SOLAR MASSACHUSETTS RENEWABLE TARGET PROGRAM
(225 CMR 20.00)**

GUIDELINE

Guideline on Energy Storage

Effective Date: September 13, 2018

Revised: May 18, 2020

Revised: October 8, 2020

Revised: September 22, 2021

1) Purpose and Background

This document provides guidance regarding the manner in which an Energy Storage System may qualify under the Department of Energy Resource's (Department) Solar Massachusetts Renewable Target (SMART) Program at 225 CMR 20.00.

Solar photovoltaic systems are widely recognized as an integral part of the energy generation mix that will help enable reduced emissions over the coming years; however, solar as a standalone technology has operational limitations and impacts that limit deployment and impose diminishing returns on additional installations. Some of the key limitations associated with solar electric generation include: intermittency at multiple levels (e.g., day/night, sunny/cloudy, summer/winter, etc.), duck curves increasing required ramp rates for traditional generators, reverse power flows on the distribution and transmission system, as well as forecasting uncertainties for system operators.

Additionally, the Department's *State of Charge* Study,¹ performed under the Energy Storage Initiative, found that peak demand accounts for a disproportionately high percentage of the ratepayers in the Commonwealth's cost of electricity. Solar alone does not necessarily coincide with peak demands, and as such may not address a root cause of higher electricity costs.

Energy storage can provide a variety of benefits across the electricity supply chain from generation to transmission and distribution. Some of the specific benefits of energy storage when implemented in conjunction with solar photovoltaic systems include: improved power quality (e.g., reduced voltage flicker associated with clouds temporarily shading solar installations), mitigating otherwise unnecessary substation upgrades often associated with

¹ See *State of Charge*, Exec. Sum. at xvi, and Sec. 5. Use Cases of Specific Applications in Massachusetts, in particular, Figs. 5-12; available at <https://www.mass.gov/files/2017-07/state-of-charge-report.pdf>.

installing solar, and the ability to shift solar energy production to peak demand (i.e., prevents reverse power flows and increases value and emissions savings of each kWh produced by solar). While providing these solar specific benefits, energy storage also delivers the benefit of being dispatchable and may also be able to take advantage of other revenue streams, reducing required incentive costs and increasing benefits provided to ratepayers.

Chapter 75 of the Acts of 2016 directed the Department to establish a long-term sustainable solar incentive program to promote cost-effective solar in the Commonwealth. The Act also directed the Department to differentiate “incentive levels to support diverse installation types and sizes that provide unique benefits.”² In establishing the SMART Program as required by the Act, the Department considered different incentive levels for a variety of installation types and established adders to Base Compensation Rates for certain facility types, including for Solar Tariff Generation Units that are co-located with Energy Storage Systems.

Throughout this document the term Publication Date is used to reference when certain provisions of the regulations go into effect. Publication Date is defined in 225 CMR 20.02 as “[t]he date established by the Department promulgation of revisions to the SMART Program pursuant to 225 CMR 20.07(5).” Based on this definition, and following the promulgation of the revised regulations, the Publication Date is established as April 15, 2020.

2) Technical and Operational Requirements

225 CMR 20.02: *Definitions* defines Energy Storage System as follows:

A commercially available technology that is capable of absorbing energy, storing it for a period of time and thereafter dispatching the energy.

Additionally, 225 CMR 20.06(1)(e) specifies the following special provisions for STGUs co-located with Energy Storage Systems that are seeking qualification for an Energy Storage Adder:

(e) Special Provisions for Energy Storage Systems. Solar Tariff Generation Units co-located with an Energy Storage System will be eligible to receive an Energy Storage Adder under 225 CMR 20.07(4)(c), provided it meets the following eligibility criteria:

1. Minimum and Maximum Nominal Rated Power. The nominal rated power capacity of the Energy Storage System paired with the Solar Tariff Generation Unit must be at least 25%. The nominal rated power capacity of the Energy Storage System paired with the Solar Tariff Generation Unit may be more than 100% of the rated capacity, as measured in direct current, of the Solar Tariff Generation Unit, but the Solar Tariff Generation Unit will receive credit for no nominal rated power capacity greater than 100% in

² St. 2016, c. 75, § 11(b).

the calculation of its Energy Storage Adder, pursuant to 225 CMR 20.07(4)(c).

2. Minimum and Maximum Nominal Useful Energy. The nominal useful energy capacity of the Energy Storage System paired with the Solar Tariff Generation Unit must be at least two hours. The nominal useful energy capacity of the Energy Storage System paired with the Solar Tariff Generation Unit may be more than six hours, but the Solar Tariff Generation Unit will receive credit for no nominal useful energy capacity greater than six hours in the calculation of its Energy Storage Adder, pursuant to 225 CMR 20.07(4)(c).

3. Minimum Efficiency Requirement. The Energy Storage System paired with the Solar Tariff Generation Unit must have at least a 65% round trip efficiency in normal operation.

4. Data Provision Requirements. The Owner of the Energy Storage System must provide historical 15-minute interval performance data in a manner established by the Department for the first year of operation, and upon request for the first five years of operation.

5. Operational Requirements. The Energy Storage System must discharge at least 52 complete cycle equivalents per year, or must participate in a demand response program, and must remain functional and operational in order for the Solar Tariff Generation Unit to continue to be eligible for the energy storage adder. If the Energy Storage System is decommissioned or non-functional for more than 15% of any 12-month period, the Department may disqualify the Solar Tariff Generation Unit from continuing to receive the Energy Storage Adder.

Further information on acceptable metering and reporting capabilities is provided in the *Guideline Regarding Metering of Solar and Energy Storage Systems*

Facilities must meet all of the above requirements in order to qualify for the Energy Storage Adder.

3) Requirement to Pair with Energy Storage

Pursuant to 225 CMR 20.05(5)(k), Solar Tariff Generation Units (STGU) greater than 500 kW applying for a Statement of Qualification for any capacity block available after the Publication Date must be co-located with an Energy Storage System.

Exception to Requirement to Pair with Energy Storage

Pursuant to 225 CMR 20.05(5)(k)1., a STGU that is subject to the energy storage requirement shall be exempt from this requirement, if it can demonstrate to the Department's satisfaction **one** of the following:

- i. documentation required to meet the criteria set forth in 225 CMR 20.06(1)(c) was obtained on or before the Publication Date. These documents include:
 - a. an executed Interconnection Service Agreement, as tendered by the Distribution Company;
 - b. a sufficient interest in real estate or other contractual right to construct the STGU at the location specified in the Interconnection Service Agreement; and
 - c. all necessary governmental permits and approvals to construct the STGU with the exception of ministerial permits, such as a building permit, and notwithstanding any pending legal challenge(s) to one or more permits or approvals.
- ii. It should be granted an exception to the provisions of 225 CMR 20.05(5)(k) for good cause prior to submitting a Statement of Qualification Application. A STGU may be granted an exception for good cause, if it can demonstrate to the Department's satisfaction **one** of the following:
 - a. the STGU's Interconnection Service Agreement application was submitted not less than 135 Business Days prior to the Publication Date; and the STGU has met the requirements of either 225 CMR 20.06(1)(c)2. **or** 225 CMR 20.06(1)(c)3. by the Publication Date.
 - b. that good cause warrants an exception.

The Department will review all good cause exception requests on a case-by-case basis. If the STGU is seeking an exception for good cause pursuant to section 4(ii)(a) of this Guideline, the Applicant should provide evidence to the Department and clarify in its exception request that it meets that explicit good cause criteria. Requests for a good cause exception to the energy storage requirement should be directed to doer.smart@mass.gov.

5) Energy Storage Adders

a) Reserving the Energy Storage Adder

An applicant will reserve its adder multiplier rate upon the initial application for the Energy Storage Adder. This rate is directly tied to the Energy Storage Tranche reserved by the applicant. However, changes to as-built solar photovoltaic (PV) capacity or the Energy Storage System relative to the information contained in the initial application may result in an increase or decrease to the size of the Energy Storage Adder. Additional information on applying for the Energy Storage Adder is provided in the *Statement of Qualification Reservation Period Guideline*.

bcosgrove02@gmail.com

From: DOER SMART (ENE) (ENE) <doer.smart@state.ma.us>
Sent: Monday, January 30, 2023 11:54 AM
To: bcosgrove02@gmail.com
Cc: DOER SMART (ENE) (ENE)
Subject: RE: Battery Storage System question

Hi,

Correct that a system over 500 kW without storage would be ineligible for SMART, unless the project receives an exception to the requirement from DOER.

Correct that participation in SMART is not compulsory. It is a voluntary program for any solar system that chooses to apply and comply with the requirements.

Best,
Grace

Grace Fletcher
Renewable Energy Program Coordinator
Pronouns: she/her/hers
Massachusetts Department of Energy Resources
100 Cambridge Street, 9th Floor, Boston, MA 02114



From: bcosgrove02@gmail.com <bcosgrove02@gmail.com>
Sent: Monday, January 30, 2023 2:49 PM
To: DOER SMART (ENE) <doer.smart@mass.gov>
Subject: RE: Battery Storage System question

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Grace

Thank you for your reply below.

So to confirm – failure to co-locate an energy storage facility would render any solar project - over 500 kW AC - ineligible for participation in the SMART program true?

But participation in the SMART program is not compulsory for a solar project - over 500 kW AC - true?

Thank you

BCC

From: DOER SMART (ENE) (ENE) <doer.smart@state.ma.us>
Sent: Monday, January 30, 2023 11:37 AM
To: bcosgrove02@gmail.com
Cc: DOER SMART (ENE) (ENE) <doer.smart@state.ma.us>
Subject: RE: Battery Storage System question

Hello,

Systems participating in SMART that are over 500 kW AC are required to be co-located with an Energy Storage System. See [225 CMR 20.05\(5\)\(k\)](#) for more information:

(k) Energy Storage Requirement. Solar Tariff Generation Units greater than 500 kW applying for a Statement of Qualification for any available capacity in any capacity block available after the Publication Date must be co-located with an Energy Storage System that meets the eligibility requirements for an Energy Storage Adder pursuant to 225 CMR 20.06(1)(e).

l. Exceptions to Energy Storage Requirement. A Solar Tariff Generation Unit shall be exempt from the requirement to be co-located with an Energy Storage System, as prescribed in 225 CMR 20.05(5)(k), if it can demonstrate to the Department's satisfaction that:

- a. documentation required to meet the criteria set forth in 225 CMR 20.06(1)(c) was obtained on or before the Publication Date; or*
- b. it should be granted an exception to the provisions of 225 CMR 20.05(5)(k) for good cause.*

SMART systems under 500 kW are also eligible to install an Energy Storage System and receive the incentive adder for it, if they choose. It is only **required** for SMART systems over 500 kW.

Best,
Grace

Grace Fletcher
Renewable Energy Program Coordinator
Pronouns: she/her/hers
Massachusetts Department of Energy Resources
100 Cambridge Street, 9th Floor, Boston, MA 02114



From: bcosgrove02@gmail.com <bcosgrove02@gmail.com>
Sent: Sunday, January 29, 2023 6:29 PM
To: DOER SMART (ENE) <doer.smart@mass.gov>
Subject: Battery Storage System question

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Dear DOER:

Is it correct that a battery storage system is required on a solar site exceeding 5kw **ONLY** if the operator desires to participate in the SMART program?

Asked another way, to be eligible for the SMART program battery system adder - one must have a battery system located on a solar site exceeding 5kw?

Thank you

BCC

Exhibit 5



TOWN OF WAREHAM MUNICIPAL MAINTENANCE

95 Charge Pond Rd
Wareham, MA 02571
Telephone (508) 295-5300
Fax (508) 295-6391

Dear Mr. Cosgrove,

Please find the answers to your records request below.

- Q: The approximate number of employees and independent contractors working at the Facility on a regular basis:
A: Approximately 70.
- Q: The approximate number of school buses -- of all sizes and types -- stored at the Facility.
A: Approximately 40.
- Q: The approximate number of bulldozers, forklifts, graders, trucks, and heavy equipment of all types -- stored at the Facility
A: Approximately 30.
- Q: Approximate combined asset values of these buses and heavy equipment
A: Unable to determine current asset values but using values from original purchase, buses approximately \$2.5 million. Heavy equipment valued at approximately \$1.5 million.
- Q: Approximate volume of propane stored at the Facility, if any.
A: Up to 2,500 gal
- Q: Approximate volume of diesel fuel stored at the Facility, if any.
A: Up to 5,000 gal
- Q: Approximate volume of gasoline stored at the Facility, if any.
A: Up to 5,000 gal
- Q: Approximate volume of any other flammable material(s) stored at the Facility, if any.
A: Limited amounts of flammable materials in cans at facility.
- Q: The approximate gross value of the land, buildings, supplies and equipment constituting the Facility.
A: See attached.

Property Location 95 CHARGE POND RD
 Vision ID 11320 Account #

Map ID 113 / 1029 /
 Bldg # 1

Bldg Name
 Sec # 1 of 1 Card # 1 of 3

State Use 9310
 Print Date 1/23/2023 4:47:36 PM

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT				925 WAREHAM, MA VISION											
TOWN OF WAREHAM 54 MARION RD WAREHAM MA 02571						Description	Code	Appraised	Assessed												
						EXEMPT	9310	1,325,300	1,325,300												
						EXM LAND	9310	371,600	371,600												
SUPPLEMENTAL DATA						EXEMPT	9310	66,500	66,500												
Alt Prcl ID		Total Ac 28.88		Plan # Assoc. Parcels		Total 1,763,400 1,763,400															
District 19 S.C.E.		GIS ID M_266439_836762		Assoc Pid#																	
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)													
TOWN OF WAREHAM		3377 0266	01-01-1901	U		1		Year	Code	Assessed	Year	Code	Assessed								
								2023	9310	1,325,300	2022	9310	1,325,300								
									9310	371,600		9310	371,600								
									9310	66,500		9310	66,300								
								Total		1,763,400	Total		1,763,200								
								Total		1,763,400	Total		1,763,400								
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor													
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int													
Total			0.00																		
ASSESSING NEIGHBORHOOD								APPRAISED VALUE SUMMARY													
Nbhd	Nbhd Name	B	Tracing	Batch	Appraised Bldg. Value (Card) 1,323,100																
0050					Appraised Xf (B) Value (Bldg) 2,200																
					Appraised Ob (B) Value (Bldg) 66,500																
					Appraised Land Value (Bldg) 371,600																
					Special Land Value 0																
					Total Appraised Parcel Value 1,763,400																
					Valuation Method C																
					Total Appraised Parcel Value 1,763,400																
BUILDING PERMIT RECORD								VISIT / CHANGE HISTORY													
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpost/Result							
C18-741	04-10-2018	GR	Garage	786,100	05-16-2019	100		80X112 SALT STORAGE SHE	05-16-2019	SC			06	Building Permit							
C10371	12-01-2009	MS	Misc.	3,000	07-01-2010	100		REPAIR TRUSSES	07-25-2018	AS			00	Measur+Listed							
R07924	05-25-2007	SH	Shed	3,500	07-01-2008	100			03-14-2008	JAY			00	Measur+Listed							
00945	05-23-2000	NC	New Const.	67,500	05-01-2001	100		50X50 METAL	07-24-2001	PD			00	Measur+Listed							
97598	02-28-1997	MS	Misc.	38,000	11-01-1997	100		590SF CAN													
97553	02-11-1997	MS	Misc.	1,000	11-01-1997	100		CONSTRUCT													
LAND LINE VALUATION SECTION																					
B#	Use Cod	Description	Zone	D	Front	Depth	Land Units	Unit Price	I. Factor	S.A.	AcreD	CFact	St.Idx	Adj.	Notes	Special Pricing	S, AdjF	Adj Unit	Land Value		
1	9310	IMPROVED SEL	R13	1	0	0	2.000	AC 99,800.00	1.00000	5	1.000	1.00	0050	1.00	SITE		0	1.0000		199,600	
1	9310	IMPROVED SEL	R13	1	0	0	26.880	AC 8,000.00	1.00000	5	1.000	0.80	A	1.00	TOPO		0	1.0000		172,000	
Total Card Land Units							28.88	AC	Parcel Total Land Area							28.88	Total Land Value				371,600

Property Location 95 CHARGE POND RD
 Vision ID 11320 Account #

Map ID 113//1029//
 Bldg # 1

Bldg Name
 Sec # 1 of 1

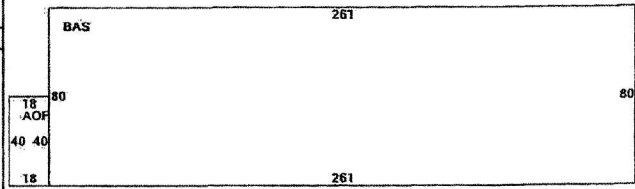
Card # 1 of 3

State Use 9310
 Print Date 1/23/2023 4:47:37 PM

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	53	Pre-Eng Warehs			
Model	96	Ind/Lg Com			
Grade	04	Ave			
Stories:	1				
Occupancy	1.00				
Exterior Wall 1	27	Pre-finish Metl			
Exterior Wall 2					
Roof Structure	03	Gable/Hip			
Roof Cover	01	Metal/Tin			
Interior Wall 1	01	Minimal			
Interior Wall 2	05	Drywall			
Interior Floor 1	03	Concr-Finished			
Interior Floor 2					
Heating Fuel	03	Gas			
Heating Type	03	Hot Air-No Duc			
AC Type	01	None			
Bldg Use	9310	IMPROVED SELECTMAN			
Total Rooms					
Total Bedrms	00				
Total Baths	0				
Heat/AC	00	NONE			
Frame Type	05	STEEL			
Baths/Plumbing	02	AVERAGE			
Ceiling/Wall	04	CEIL & MIN WL			
Rooms/Prtns	02	AVERAGE			
Wall Height	18.00				
% Comn Wall	0.00				
1st Floor Use:	9030				

MIXED USE		
Code	Description	Percentage
9310	IMPROVED SELECTMAN	100
		0
		0

COST / MARKET VALUATION		
RCN		907,632
Year Built		1972
Effective Year Built		1990
Depreciation Code		A
Remodel Rating		
Year Remodeled		
Depreciation %		30
Functional Obsol		0
External Obsol		0
Trend Factor		1
Condition		
Condition %		
Percent Good		70
RCNLD		635,300
Dep % Ovr		
Dep Ovr Comment		
Misc Imp Ovr		
Misc Imp Ovr Comment		
Cost to Cure Ovr		
Cost to Cure Ovr Comment		



OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Good	Grade	Grade Ad	Appr. Value
MRT6	MORTON 16' H	L	1,288	20.00	1995		50		0.00	12,900
MRT2	MORTON 12' H	L	720	18.00	1995		50		0.00	6,500
CNP2	GOOD QUALIT	L	590	65.00	1997		50		0.00	19,200
TNK2	3000-10000 GA	L	10,000	5.00	1997		50		0.00	25,000
SHD1	SHED/FRAME	L	100	15.00	1997		50		0.00	800

BUILDING SUB-AREA SUMMARY SECTION							
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value	
AOF	Office, (Avg)	720	720		0		
BAS	First Floor	20,880	20,880		0		
Ttl Gross Liv / Lease Area		21,600	21,600				

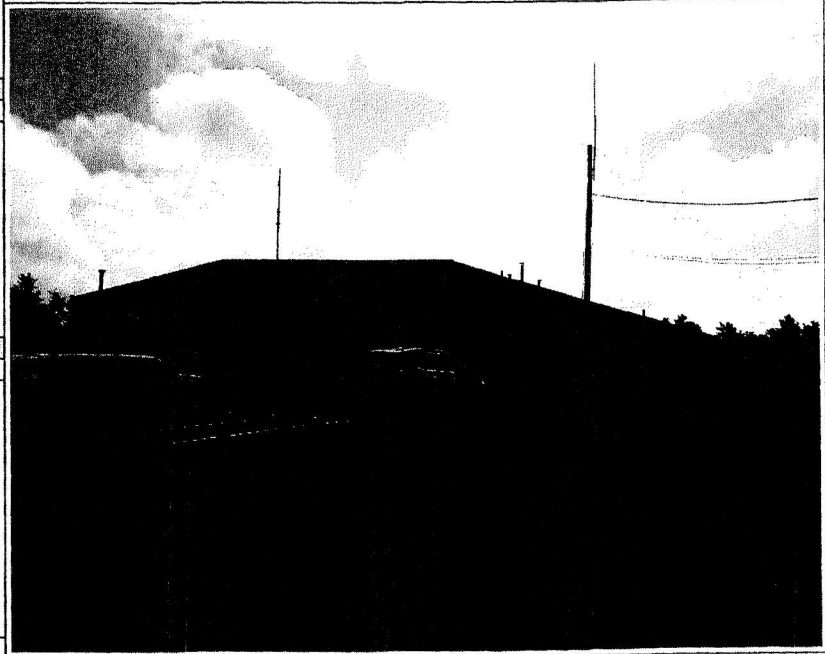
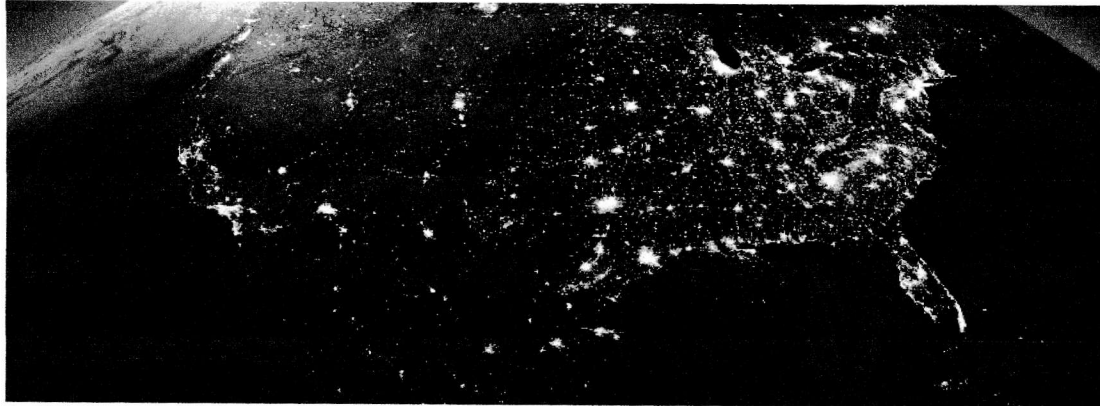


Exhibit 6



NREL Vision

A clean energy future for the world

NREL has decades of focused leadership in clean energy research, development, and deployment. No other institution has the long-standing expertise and breadth of knowledge that will form the foundation of the clean energy transition.

From our work in basic sciences to systems engineering and analysis, all our researchers are focused on solving market-relevant problems that result in deployable solutions. Our partnerships ensure our work is relevant and applicable to the energy problems that people are trying to solve.

We are the trusted clean energy leaders, and our work will guide the nation in achieving ambitious goals in reducing greenhouse gas emissions and a decarbonized clean energy future.

NREL's Long-Term Strategic Vision

Watch how NREL is charting a course for a clean energy future for the world.

Achieving Our Vision: Energy Justice

NREL's vision means leading an energy transition in which solutions are inclusively designed and benefits are equitably distributed. NREL is a leader in applied clean energy practices, working with thousands of communities nationally and around the world, many of which have been historically underserved in terms of access to clean energy or its benefits.

Learn more about how NREL places [energy justice](#) at the center of our mission-driven work.

NREL's Vision for the Future





Best Practices at the End of the Photovoltaic System Performance Period

Taylor Curtis,¹ Garvin Heath,¹ Andy Walker,¹ Jal Desai,¹ Edward Settle,¹ and Cesar Barbosa²

¹ *National Renewable Energy Laboratory*

² *NuLife Power*

**NREL is a national laboratory of the U.S. Department of Energy
Office of Energy Efficiency & Renewable Energy
Operated by the Alliance for Sustainable Energy, LLC**

This report is available at no cost from the National Renewable Energy Laboratory (NREL) at www.nrel.gov/publications.

Contract No. DE-AC36-08GO28308

Technical Report
NREL/TP-5C00-78678
February 2021

Garvin Heath

Distinguished Member of the Research Staff

Education

Ph.D., Energy and Resources, UC Berkeley

M.S., Environmental Engineering, UC Berkeley

Jal Desai

Researcher II-Systems Engineering

Education

M.S. in Energy Science Technology and Policy, Carnegie Mellon University, Pittsburgh, PA,

B.S. in Electrical Engineering, Nirma University, Ahmedabad, India

Edward Settle

Senior Project Leader - Financing

Education

B.S. Chemistry, Bob Jones University

B.S. Chemical and Petroleum-Refining Engineering, Colorado School of Mines

Executive MBA, University of Denver

Andy Walker

Senior Research Fellow I-Mechanical Engineering

Education

Ph.D., Philosophy, Mechanical Engineering, Colorado State University

M.S., Mechanical Engineering, Colorado State University

B.S., Mechanical Engineering, Energy Conversion and Bioengineering, Colorado State University

Taylor Curtis

Education

J.D. with Energy Law Certificate, Vermont Law School

M.A. in Environmental Law and Policy with Climate Change Law Certificate, Vermont Law School

Exhibit 7

SOLAR FACILITY DECOMMISSIONING BOND

KNOW ALL BY THESE PRESENTS: That we, _____ as Principal, and _____, a corporation duly authorized under the laws of the _____ as Surety, are held and firmly bound unto Wicomico County, Maryland, a body corporate and politic under the Constitution and laws of the State of Maryland, as Obligee in the full and just sum of _____ **DOLLARS**(\$ _____), (herein bond amount) lawful money of the United States of America, to be paid to the said Obligee, its successors or assigns; for which payment, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT: WHEREAS, Obligee and Principal entered into an Agreement for Removal and Restoration of Solar Facilities (herein Agreement), which is attached as Exhibit 1 and hereby referred to and made a part hereof, for a property located at _____

Whereas, the Principal has agreed in the Agreement to the complete removal and decommissioning of all Facilities (as defined therein) upon, under and over the Leased Property as well as the restoration of the Leased Property to same condition as it existed prior to the installation of the Facilities (collectively the "Decommissioning"); and

Whereas, the Decommissioning obligations also include, but are not limited to, a decommission plan and cost estimates from time to time to Decommission the Leased Property; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Decommissioning obligations.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall comply with the Decommissioning obligations of the Agreement as referenced above, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, THAT THIS BOND IS EXECUTED BY THE PRINCIPAL AND SURETY AND ACCEPTED BY THE OBLIGEE SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

1) This bond is for the term beginning January 1, 2023, and ending upon successful completion of all of the Decommissioning obligations. The bond amount may be

amended with Obligees' written consent to reflect a change in the cost of Decommissioning; however, the failure to amend the bond to reflect a change in Decommissioning costs shall not invalidate this bond.

2) This bond terminates, and Surety exonerated, when the Decommissioning obligations of the Principal under the Agreement have been completely fulfilled.

3) The obligation of Surety shall arise when Principal is notified to cure a default, with concurrent notice to Surety, and does not cure the default within the timeframe required under the Agreement, such cure period not to exceed 30 days.

4) When the Obligees has satisfied the conditions of Paragraph 3, the Surety shall, within 30 days of the failure to cure and at the Surety's expense, elect to take one of the following actions, and to notify Obligees in writing thereof, to successfully Decommission the Leased Premises within the time frame to complete the Decommissioning obligations pursuant to the Agreement:

A) Arrange for the Principal, with the consent of the Obligees, to immediately perform and complete the Decommissioning obligations of the Agreement;

B) Undertake to perform and complete the Decommissioning obligations of the Agreement itself, through its agents or through independent entities; or

C) Waive its right to perform and complete the successful Decommissioning, and pay the Obligees the amounts of the costs and expenses reasonably determined and/or incurred by Obligees to perform the Principal's Decommissioning obligations under the Agreement, subject to the limit of the bond amount.

5) If the Surety does not proceed as provided in Paragraph 4, the Surety shall be deemed to be in default on this Bond, and the Obligees shall be entitled to receive payment of the amount of the costs and expenses reasonably determined and/or incurred by Obligees to perform the Principal's Decommissioning obligations under the Agreement, subject to the limit of the bond amount, and to such other remedies as may be available to Obligees.

6) The responsibilities of the Surety to the Obligees shall not be greater than those of the Principal under the Agreement, and the responsibilities of the Obligees to the Surety shall not be greater than those of the Obligees to the Principal under the Agreement.

7) The Surety shall not be liable to the Obligees or others for obligations of the Principal that are unrelated to the Agreement.

- 8) No right of action shall accrue under this bond to or for the use or benefit of anyone other than the named Obligee or its successors or assigns.
- 9) No assignment by the Principal shall be effective without the written consent of the Surety and Obligee.
- 10) Regardless of the number of years this bond is in force, Surety shall not be liable hereunder for a larger amount, in the aggregate, than the Maximum Amount listed above. However, Principal shall secure additional bond coverage if the Decommissioning cost estimate under the Agreement exceeds the bond amount enumerated herein.
- 11) As a part of the obligation secured hereby and in addition to the bond amount specified therefor, the Surety will be responsible to pay costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered; provided, however, that reasonable expenses and fees, including reasonable attorney's fees, may not exceed 10% of the bond amount of this Bond.
- 12) Any delay in failure to timely pay the amount due under paragraph 4C, 5 or 11, shall accrue interest from the due date, at the legal rate of interest on a judgment as set forth in Maryland Code, Courts & Judicial Proceedings, § 11-107.
- 13) This bond secures the completion of all Decommissioning obligations under the Agreement regardless of who owns or leases the Facilities or Leased Property. The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Decommissioning obligations thereunder shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Decommissioning obligations therein.
- 14) The Surety may not cancel this bond at any time for any reason, including non-payment of premium, non-payment of renewal premium, insolvency of the Principal and/or bankruptcy of the Principal. The Surety acknowledges that notwithstanding any termination of the Agreement, this bond shall remain in full force and effect until all Decommissioning obligations in the Agreement have been fully completed. This bond shall be continuous and shall remain in full force and effect until all Decommissioning obligations in the Agreement are faithfully discharged unless the Obligee agrees in writing to accept a replacement bond in substitution hereof.

15) This bond shall be governed by and construed in accordance with the laws of the state of Maryland.

16) This bond shall not bind the Surety unless the bond is accepted by the Obligee. The acknowledgment and acceptance of such bond is demonstrated by signing where indicated below. If this obligation is not accepted by way of signature of the Obligee below, this bond shall be deemed null and void.

SIGNED, SEALED AND DATED this _____ day of _____

Principal

Surety

By: _____

By: _____

Attorney-in-fact

The above terms and conditions of this bond have been reviewed and accepted by Wicomico County, Maryland, a body corporate and politic under the Constitution and laws of the State of Maryland, the Obligee.

Acknowledged and Accepted:

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit 8

GENERAL INDEMNITY AGREEMENT

This General Indemnity Agreement ("Agreement") is executed by the undersigned entities and/or individuals ("Indemnitors") in favor of Great Midwest Insurance Company, and any other company that is part of or added to Skyward Specialty Insurance Group, Inc. for which surety business is underwritten by the Skyward Specialty surety division ("Surety") with respect to any surety bond, or other express or implied obligation of suretyship ("Bonds") requested from and/or issued by Surety before, on, or after the date of this Agreement, for: (i) any of the Indemnitors; (ii) any of the Indemnitors' present or future subsidiaries or affiliates; and/or (iii) any other entity or person in response to a request from any party described in items (i) or (ii) (including requests from their agents, brokers or producers); and as to all of the foregoing, whether they act alone or in joint venture with others ("Principals").

NOW, THEREFORE, as inducement to the Surety and in consideration of the Surety's execution of one or more Bonds, delivery of one or more Bonds, refraining from canceling one or more Bonds, and/or assumption of obligations by the Surety of one or more Bonds, and for other good and valuable consideration, the undersigned, jointly and severally, agree as follows:

1. DEFINITIONS: For purposes of this Agreement:

1.1 "Indemnitors" as referenced above shall include any and all corporations, limited liability companies, partnerships, sole proprietorships, trusts, and/or any other entity, as well as any and all individuals, that sign this Agreement, and any and all of its or their parents, affiliates, divisions, subsidiaries, successors, assigns, heirs, executors, administrators, partners and/or joint venturers, whether in existence now or formed or acquired hereafter.

1.2 "Principals" as referenced above shall include any and all individuals or entities that are identified as the principal in any Bonds issued by the Surety in reliance upon this Agreement (including any of the undersigned that are named as a principal in a Bond), and any and all of its or their parents, affiliates, divisions, subsidiaries, successors, assigns, heirs, executors, administrators, partners and/or joint venturers, whether in existence now or formed or acquired hereafter.

1.3 "Surety" as referenced above shall include any surety company or companies issuing Bond(s) for any Principal or on behalf of any Indemnitor (including but not limited to bonds issued by or through the efforts of any representative and/or agent), and any company or companies acting as co-sureties, fronting partners, and/or reinsurers, including the successors and assigns of all of the foregoing. The terms and conditions of this Agreement shall apply to and operate for the benefit of any co-sureties, fronting partners, and/or reinsurers, regardless of whether the Surety itself executes or retains any portion of the obligations of such Bonds. Indemnitors understand and agree that no one has the right to pursue Surety's reinsurers directly, other than Surety or its representative.

1.4 "Bonds" as referenced above shall include any contractual obligation, undertaking, contract of suretyship, guaranty or indemnity, undertaken by the Surety, issued on behalf of, or procured for a Principal by the Surety, before, on, or after the date of this Agreement, and any renewal, modification, extension or substitution thereof. The Indemnitors acknowledge and agree that any Bonds issued before Indemnitors executed this Agreement were issued pursuant to Indemnitors' request and in reliance upon the Indemnitors' promise to execute this Agreement.

1.5 "Bonded Contract" shall mean any Contract in connection with which a Bond shall have been issued or procured.

1.6 "Contract" shall mean any agreement between or among a Principal and any one or more parties other than the Surety, together with all associated documents, including, but not limited to, general and special conditions, specifications, drawings, schedules and/or CPMs, whether or not the Surety has executed or procured the execution of any Bond in connection therewith.

1.7 "Good Faith" with respect to an act, omission or exercise of discretion by the Surety shall mean the absence of willful misfeasance or malfeasance. Neither negligence nor gross negligence shall be deemed to be the absence of good faith.

2. PREMIUMS: For each and every Bond issued by the Surety to or on behalf of any of the Indemnitors, the Indemnitors shall, at or before the time of execution, or, in the case of a Bond renewal, extension, modification or substitution, at the time of such renewal, extension, modification or substitution, or in the case of a term premium, at or before the commencement of the term and/or any renewal thereof, pay or cause to be paid to Surety or its designated or appointed Agent, all premiums or other charges of the Surety, in accordance with its rates prevailing at the time, and shall continue to pay same until the Surety has been furnished with evidence, satisfactory to the Surety, of its release or discharge from suretyship of all liability on the Bond(s) and in connection with all matters related thereto. Should the initial premium be computed on a rate per \$1,000 contract price and should the final contract price be more or less than the price upon which such premium charge was based, the Indemnitors will pay the Surety an additional premium, or be entitled to receive from the Surety a return of premium, as the case may be, computed upon such difference in the contract price. Failure of the Surety or its designated or appointed Agent to collect any premium(s) when due shall not operate as a waiver of the Surety's right to such premium(s) or discharge the obligations of the Indemnitors hereunder to the Surety.

3. INDEMNIFICATION. The Indemnitors hereby, jointly and severally, covenant, promise and agree to indemnify and hold harmless Surety from and against ANY AND ALL LOSS WHATSOEVER, including but not limited to any and all liability, loss, claims, demands, costs, damages, attorneys' fees and expenses of whatever kind or nature, together with interest thereon at the rate set forth in Section 3.7 hereof, which Surety may sustain or incur or for which the Surety becomes liable or has reason to believe it may be, or may become liable by reason of or in consequence of the execution and/or delivery by Surety of any Bond(s) on behalf of any Indemnitor, whether or not such Bond(s) has been issued prior to execution hereof and whether or not Surety shall have paid any amount on account thereof, including, without limitation, the following:

3.1 Liability incurred, amount(s) paid and/or amount(s) reserved as to satisfaction or settlement of any and/or all claims, demands,

damages, costs, losses, suits, proceedings and/or judgments relating to Principal's nonperformance, incomplete performance and/or alleged nonperformance or incomplete performance of an Obligation (referred to herein as any agreement, undertaking and/or other duty, the performance of which is guaranteed by Surety pursuant to and/or is the subject of a Bond) or any other matter covered by a Bond, or which, in the Surety's sole determination, may be covered by a Bond; plus

3.2 Liability incurred and/or expenses paid and/or incurred in connection with claims, suits or judgments relating to an Obligation or a Bond, including, without limitation, attorneys' fees and all legal expenses, expert fees, and all fees and costs for investigation, accounting and engineering services, whether on salary, retainer or otherwise; plus

3.3 Liability incurred and/or expenses paid in procuring or attempting to procure a release of liability under and/or exoneration of a Bond; plus

3.4 Liability incurred and/or expenses paid in recovering or attempting to recover losses or expenses paid or incurred in connection with this Agreement, an Obligation and/or a Bond; plus

3.5 Liability incurred or demands, claims, damages or expenses resulting from the failure of a Principal or Indemnitor to perform or comply with any or all of the covenants and conditions of this Agreement, including, without limitation, the costs and/or expenses of Surety in connection with the enforcement of any of Principal's or Indemnitor's covenants and conditions contained herein or in connection with the exercise of any remedy of Surety hereunder, including but not limited to Surety's attorneys' fees (including, in-house counsel), all legal expenses, expert fees, consultant fees and all of Surety's costs whether for employees on salary or otherwise; plus

3.6 The obligations of Principal and Indemnitor hereunder shall also include, at Surety's election, exercisable by Surety by the delivery of written notice to any Principal and/or Indemnitor, the obligation to defend at Principal's and/or Indemnitor's sole cost and expense, and with counsel acceptable to Surety, any suit, action or other proceeding initiated with respect to an Obligation or a Bond. However, Indemnitors agree that Surety has the sole discretion to decide to retain its own attorneys and/or consultants and Indemnitors will be liable to Surety for all such fees and expense.

3.7 The rate of interest shall be the maximum rate permitted by law.

4. EXERCISE OF RIGHTS BY SURETY. In connection with the exercise of any of Surety's rights under this Agreement:

4.1 Surety shall have the right in its sole and absolute discretion to determine whether any claims under a Bond and/or in connection with a bonded project shall be paid, compromised, defended, prosecuted or appealed. Surety's decision shall be final and binding upon the Indemnitors; and

4.2 Surety shall have the right to incur such expenses in handling a claim as it shall deem necessary, including but not limited to, expenses for investigative, accounting, engineering and legal services; and

4.3 Surety shall have the foregoing rights and the right to be fully indemnified therefore, irrespective of the fact that any Principal and/or Indemnitor may have assumed, or offered to assume, the defense of Surety upon any such claim; and

4.4 As to any claim or suit hereunder, an itemized statement of claims or losses paid or liabilities incurred and/or expenses paid or incurred, declared to be true and correct by an employee or agent of Surety, or the vouchers or other evidence of disbursement by Surety, shall be prima facie evidence of the fact and extent of liability hereunder of Principal and Indemnitors; and

4.5 Surety shall have the right to reimbursement of its expenses and attorneys' fees, whether provided by in-house or outside counsel, incurred hereunder, irrespective of whether any Bond loss payment has been made by Surety. In any suit on this Agreement, Surety may recover its further expenses and reasonable attorneys' fees incurred in such suit; and

4.6 Surety shall have at all times the right but not the obligation to retain counsel of its choice to defend itself from any claim, lien, levy, liability, suit or judgment on any Bond or against any collateral security, contract funds, trust funds or liens held by Surety or an Oblige on any bonded project, including retainages, or to prosecute an action to preserve the Surety's rights with respect to collateral security, contract funds, trust funds or liens held by the Surety or an Oblige on any bonded project, including retainages. The cost of retaining such counsel shall be included within the Indemnitors' obligation to indemnify, exonerate and hold Surety harmless.

5. COLLATERAL DEMAND. Immediately upon demand, Indemnitors agree to deposit with Surety, as collateral security, (the "Collateral Demand") funds or other collateral of such kind and amount satisfactory to the Surety, equal to (1) the liability of the Surety, if established; (2) any indebtedness, liability, claim asserted, expense, suit or judgment under any Bond (3) the reserve established by the Surety, and any increases thereof; or (4) the amount established by the Surety, in its sole discretion, that represents the exposure for or from any claim asserted against any Bond, whether or not a reserve has been established, for which the Indemnitors may be obligated to indemnify the Surety under the terms of this Agreement. Such collateral can be required in addition to any collateral security previously provided or if previously provided collateral has diminished in value or is at risk or is insufficient as collateral security on such Bond, as determined in Surety's sole discretion. Such sum and other money and property which shall have been or shall thereafter be pledged as collateral security on any such Bond shall be available, at the discretion of Surety, as collateral security on all Bonds coming within the scope of this Agreement and/or for any other indebtedness of Indemnitors or Principal to Surety. If Indemnitors shall fail, neglect or refuse to deposit with Surety the collateral demanded by Surety, the Indemnitors agree that their failure to provide collateral as demanded by Surety shall constitute irreparable harm to Surety for which it has no adequate remedy at law, and Surety may seek a mandatory injunction to compel the deposit of such collateral, a pretrial writ of attachment and/or any other remedy at law or in equity that Surety may have. Surety shall have the right to retain such collateral and/or to perfect a lien thereon until Surety has received

evidence satisfactory to Surety of Surety's complete discharge and exoneration from any claim or potential claim under all Bonds and until Surety has been fully reimbursed for any and all liability incurred and/or for claims, demands, damages, costs, loss, expense and attorneys' fees at such time, and for the duration that the Surety may require, whether or not the Surety shall have made any payment therefore and whether or not the collateral demand may be in addition to other collateral security previously provided.

6. FUNDS IN TRUST FOR SURETY. Indemnitors and their respective successors, assigns, executors and administrators represent and agree that, in connection with the performance of a contract or agreement, the entire contract price or consideration to be received by the Principal shall be dedicated to the satisfaction of the conditions of the contract in question. All funds paid, due or to become due, under any contract with which the Surety shall have issued a Bond, shall be impressed with a trust in favor of laborers, materialmen, suppliers, subcontractors and Surety. Indemnitors shall use such money and other proceeds for the purposes of performing the Bonded Obligations and for discharging the obligations under the Bond and under this Agreement, and for no other purpose until the liability of the Surety under the Bond is completely exonerated. Any breach of this provision shall constitute a breach of the fiduciary obligations of Principal and/or Indemnitors as well as a misrepresentation of a material fact upon which Surety is relying when issuing any Bond(s) on behalf of any Indemnitor or Principal.

7. DEFAULT. Indemnitors shall be in default hereunder upon the occurrence of any of the following:

7.1 Any default and/or breach in the performance of an Obligation by any Principal or any declaration by any obligee of an Obligation that any Principal is in default and/or in breach (or the equivalent) thereunder;

7.2 Any breach of this Agreement by any Principal or Indemnitor;

7.3 Any failure by any Principal to notify the Surety, in writing, within five (5) calendar days of such Principal's receipt of a claim, cure, show cause other notice from any obligee that any Principal has defaulted or has failed or refused to perform any Contract obligation or must cure its performance or in any manner show cause as to why any Principal should not be terminated by the obligee for default;

7.4 Any failure by any Principal to notify the Surety, in writing, within ten (10) calendar days, of any increase or increases in the dollar amount or value of any Bonded Contract, by modification, change order, directive, or series of modifications, change orders or directives, or otherwise, which increase the dollar amount, value or contract price of such Bonded Contract by more than twenty-five percent (25%);

7.5 The failure of any Principal to pay for labor, materials ordered for or used in connection with any Bonded contract, bills or other indebtedness in connection with the performance of any contract with respect to which a Bond has been executed by Surety and/or the failure of any Principal and/or Indemnitor to pay or compromise any claim that a person or entity was not paid for such labor, materials, bills or other indebtedness;

7.6 The diversion or non-use by any Principal of loan funds, equity funds or materials intended by the lender, equity contributor or supplier of such funds or materials to be used and which could be used to perform or discharge a specific Obligation in connection with the performance of any contract with respect to which a Bond has been executed by Surety;

7.7 The voluntary or involuntary cessation or suspension of work, abandonment, forfeiture, refusal or inability to perform the terms or any provision of any contract required to be performed by any Principal in connection with the performance of any contract with respect to which a Bond has been executed by Surety, or to meet or maintain any schedule approved by any obligee;

7.8 Insolvency, assignment for the benefit of creditors and/or voluntary or involuntary filing of any insolvency or bankruptcy proceedings by or against any Principal, any Indemnitor and/or any Guarantor;

7.9 If Principal, Indemnitor or any Guarantor is an individual, the death, adjudication of mental incompetence, felony conviction, imprisonment or disappearance of any Principal, any Indemnitor and/or any Guarantor;

7.10 The failure of any Principal, any Indemnitor and/or any Guarantor to promptly furnish accurate, complete and up-to-date financial statements and/or financial information upon request of Surety or the furnishing of a financial statement by any Principal, any Indemnitor and/or any Guarantor which contains any misstatement or misrepresentation;

7.11 The submission to the Surety or the Surety's agent by any Principal or Indemnitor of any information used by the Surety in the process of underwriting any Bond which is determined by the Surety, at any time, to be or to have been, materially false, incomplete or misleading;

7.12 Any pledge or assignment by the Principal of any contract balance or contract receivable from a Bonded Contract to a third party, including a lender or factor, without the prior express written authority of the Surety;

7.13 Any material adverse change in the financial condition of any Principal, any Indemnitor and/or any Guarantor or the failure to comply with the underwriting requirements and/or contractor conditions of the Surety;

7.14 The filing of any suit or the commencement of any action or proceeding by a creditor or obligee against any Principal, any Indemnitor and/or any Guarantor in which Surety has been joined as a party or involves circumstances which are the basis of any claim made against Surety or any Bond;

7.15 Any suspension, revocation or other material adverse change in the status of any license of any Principal with any applicable licensing board or agency;

7.16 Any material change in the character, identity, control, composition, beneficial ownership or legal status or existence of any entity which shall be a Principal or Indemnitor, without Surety's consent, it being understood that a change in ten percent (10%) or more of the ownership or controlling interests in any such entity shall be deemed a material change;

7.17 Any proceeding which deprives any Principal of the use or interferes with any Principal's use of any supplies, tools, plant, equipment, machinery or materials required for the performance of any contract with respect to which a Bond has been executed by Surety; and/or

7.18 The failure to pay any premium and/or renewal premium on any Bond.

8. REMEDIES UPON DEFAULT. In the event of any default as described in Section 7 above, in addition to any other remedies Surety may have, Principals and Indemnitors hereby authorize and empower Surety to, in its sole and absolute discretion and to the extent it deems appropriate, proceed with any and/or all of the following:

8.1 To assert, pursue, prosecute, compromise or settle in whole or in part at the Indemnitors' expense any and all of the rights, actions, causes of action, claims and demands assigned herein in Section 9;

8.2 To make or to guarantee advances or loans without any obligation or responsibility as to the application thereof, it being expressly understood and agreed that the amount of all such advances and/or loans shall be conclusively presumed to be a loss hereunder for which Principals and/or Indemnitors are liable irrespective of the prospects for repayment thereof or the security therefor;

8.3 To take possession of all or any part of the work to be performed pursuant to any or all Obligations and/or Bonds and, at the expense of Principals and Indemnitors, to complete the performance required by the Obligees or to cause the same to be completed or to consent to the completion thereof, and to take any other action which Surety may deem appropriate in connection therewith;

8.4 To take possession of all Principals' and/or all Indemnitors' equipment, materials, supplies, books and records at the site of the work or elsewhere, and to utilize the same for completion of any Obligation or for any purpose which Surety deems appropriate or necessary;

8.5 To have disbursed to Surety, in the name and stead of and as irrevocable attorney-in-fact of Principal and/or Indemnitors any and all construction loan proceeds allocated toward the payment of the costs of construction of any Obligation. If the subject work is being performed on real property owned or leased by Principal or any Indemnitor, then Surety shall also have the right to take possession of said real property. Surety's rights hereunder may be exercised either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court;

8.6 In the event the Obligation, or any portion thereof, relates to the performance of a subdivision improvement agreement between Principal and a public entity under which one or more Bonds have been executed and/or delivered as improvement security, Surety shall receive as collateral security and be authorized to act as attorney-in-fact with respect to the sale, lease or transfer of any and all real property which is the subject of the subdivision improvement agreement then owned by any Principal and/or Indemnitor;

8.7 To file suit to enforce the provisions of this Agreement;

8.8 To apply, as a matter of right and without notice to any Principal or Indemnitor, to any court having jurisdiction to appoint a receiver or receivers of the subject work and/or real property, as applicable, and Principals and Indemnitors hereby irrevocably consent to such appointment and waive notice of any application therefor;

8.9 To exercise any and all rights and remedies of a secured party under the Uniform Commercial Code, including the right to require the Indemnitors to assemble collateral and make it available to Surety at a place reasonably convenient to Surety;

8.10 To instruct any obligee to pay any and/or all job funds directly to the Surety even if with respect to a Bond with respect to which no Principal has been terminated or defaulted;

8.11 To enforce the obligation of an account debtor or other person obligated on collateral, and exercise the rights of any Indemnitor with respect to the obligation of the account debtor or other person obligated on collateral to make payment or otherwise render performance to such Indemnitor, and to notify the account debtors or other person(s) obligated on collateral that payments are to be made directly to Surety. The Indemnitors shall not compromise, discharge, extend time for payment or otherwise grant any indulgence or allowance with respect to any account without the prior written consent of Surety;

8.12 To, upon ten (10) calendar day's prior written notice to the Indemnitors, which the Indemnitors hereby acknowledge to be sufficient, commercially reasonable and proper, sell, lease, or otherwise dispose of any or all of the collateral at any time and from time to time at public or private sale, with or without advertisement thereof, and apply the proceeds of any such sale first to Surety's expenses in preparing the collateral for sale (including reasonable attorney's fees); second to the complete satisfaction of all Obligations and/or liabilities of Principals to any Obligees or claimants and/or the liabilities of the Indemnitors to Surety, including the right to hold reserves; and third, as permitted by the Uniform Commercial Code. The Indemnitors grant a royalty-free license to Surety and any person or entity to which Surety sells, leases or otherwise disposes of said asset(s), for all patents, service marks, trademarks, tradenames, copyrights, computer programs and other intellectual property and proprietary rights, sufficient to permit Surety to exercise all rights granted to Surety under this Section;

8.13 The Indemnitors waive the benefit of any marshalling doctrine with respect to Surety's exercise of rights hereunder; and

8.14 The remedies specified above shall be in addition to any other remedies conferred upon Surety by this Agreement, by law or otherwise. Surety shall have the right to enforce one or more remedies conferred upon Surety, successively or concurrently, and the exercise of any one remedy shall not preclude the exercise of any other.

9. ASSIGNMENT. To secure the obligations of Principal and Indemnitor hereunder and any other indebtedness and liabilities of any Principal and/or any Indemnitor to Surety, all Principals and Indemnitors hereby assign, transfer, pledge and convey to Surety, effective immediately upon execution of this Agreement but only to be acted upon by Surety in the event that there shall be an event of default hereunder, all rights in any Bonded contract, Obligation, and/or performance, including, without limitation, all right, title and interest in and to:

9.1 Any and all contracts or subcontracts let in connection therewith and any contractors' or subcontractors' surety bonds;

9.2 Any and all machinery, plant, equipment, tools and/or materials which shall be upon the site or sites of the work or project(s) in connection with the performance of any contract with respect to which a Bond has been executed by Surety or elsewhere for the purposes of the performance of the contract, including all material ordered therefor;

9.3 Any and all sums due or which may become due upon partial or full performance of the contract with respect to which a Bond has been executed by Surety, and all sums due or to become due on all other contracts, covenants and agreements, whether bonded or unbonded, in which any Principal and/or any Indemnitor has any interest, together with any notes, accounts receivable or chose in action related thereto;

9.4 Those rights and interests in any insurance policies applicable in connection with the performance of any contract with respect to which a Bond has been executed by Surety;

9.5 All right, title and interest, or use of any license, patent, trademark or copyright held by Principal or Indemnitors in connection with or relating to the work required in the performance of any Bonded Contract;

9.6 Any and all tax refunds and claims for tax refunds; and/or

9.7 Any and all undisbursed loan funds, deposits or interest reserve accounts to which any Principal and/or any Indemnitor may be entitled and any and all collateral for any undertakings given by any Principal, any Indemnitor or Guarantor in connection with the performance of any contract with respect to which a Bond has been executed by Surety.

10. WAIVERS. All Principals and/or Indemnitors hereby waive and/or agree not to assert:

10.1 Any defense that this Agreement was executed subsequent to the date of any Bond, it being expressly understood and agreed that the Indemnitors hereby admit and covenant that all Bonds were executed by Surety pursuant to the request of the Indemnitors and in reliance on the promise of the Indemnitors to execute and to perform this Agreement;

10.2 Any right to claim that any property, including homesteads, is exempt from levy, execution, sale or other legal process under the laws of any country, state, territory or possession in any action brought by Surety under this Agreement;

10.3 Any right to require Surety to proceed against any Principal, Indemnitor and/or any other person, firm or entity, or to proceed against or exhaust any security held by Surety at any time, or to pursue any other remedy in Surety's power. Without in any way limiting the generality of the foregoing, if property of any Indemnitor is hypothecated with property of any Principal or of any other party, Indemnitors hereby waive any right to have the property of any Principal or of such other party first applied towards the discharge of the obligations hereunder;

10.4 The defense of the Statute of Limitations in any action hereunder or for the collection of any claim or the performance of any obligation indemnified hereby;

10.5 Any defense based upon an election of remedies by Surety, irrespective of whether any Principal or Indemnitor alleges that Surety's decision otherwise impairs the subrogation rights of any Principal or Indemnitor or the right of any Indemnitor to proceed against any Principal or to realize upon any security (whether such destruction or impairment of subrogation results from the operation of anti-deficiency statutes or otherwise);

10.6 Any defense based upon any legal disability or other defense of any Principal, any other Indemnitor or other person, or by reason of the cessation or limitation of the liability of any Principal from any cause other than full payment of all sums payable under this Agreement;

10.7 Any defense based upon any lack of authority of the officers, directors, partners or agents acting or purporting to act on behalf of any Principal, Indemnitor and/or any principal of any Principal and/or any Indemnitor, or any defect in the formation of any Principal, Indemnitor and/or any principal of any Principal and/or Indemnitors;

10.8 Any defense based upon Surety's failure to disclose to any Indemnitor any information concerning any Principal's financial condition or any other circumstances bearing on any Principal's or Indemnitor's ability to pay any sums payable under this Agreement;

10.9 Any defense based upon any statute or rule of law which provides that the obligations of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal;

10.10 Any defense based upon Surety's election, in any proceeding instituted under the Federal Bankruptcy Code, of the application of

Section 1111 (b)(2) of the Federal Bankruptcy Code or any successor statute;

10.11 Any right of subrogation and/or any right to enforce any remedy which Surety may have against any Principal and/or Indemnitor and/or any right to participate in, or benefit from, any security for the obligations hereunder held by Surety;

10.12 Any claim that actions taken in Good Faith by the Surety that it was liable or potentially liable for any payment made, whether or not such liability in fact exists or existed;

10.13 Any claim for diminution in value, loss, damage or destruction to collateral held by Surety;

10.14 Any defense based upon the Entire Controversy Doctrine or mandatory joinder rule; and/or

10.15 THE RIGHT TO A JURY TRIAL.

11. AUTHORIZATION TO SURETY. All Principals and/or Indemnitors hereby authorize and expressly empower Surety, in the sole and absolute discretion of Surety, to do the following:

11.1 From time to time to make or to consent to any change in or to issue any substitute for or renewal of, any Bond or any Obligation referred to in any Bond, and this Agreement shall apply to such substitute or changed Bond, Obligation or renewals thereof. Any such changes, substitutions or renewals may be made without giving notice to Indemnitors or obtaining Indemnitors' consent and without affecting the liability of any Indemnitor hereunder;

11.2 If any Bond is given in any action or proceeding in any court, to recognize any attorney of record in such action or proceeding for any party thereto at the date of execution of the Bond as the authorized representative of such party until Surety shall have been fully discharged from liability under the Bond;

11.3 To take such steps as Surety may deem necessary or proper to obtain release from liability under any Bond; and/or

11.4 To enter any Principal's and/or any Indemnitor's place of business or the place of performance of any Bonded obligation during customary business hours or, in case of emergency, at any time for the purpose of inspecting, reviewing and/or making copies of the books, records, accounts, job records, contracts and/or other documents deemed by Surety, in its sole discretion, to relate to performance of any Obligation or to performance of any duty of Principal or Indemnitor hereunder.

11.5 To execute a mortgage or mortgages, in the names of the property owners, on any/all real estate owned by them and to record same.

12. LIABILITY UNAFFECTED. The liability of Indemnitors hereunder shall not be affected by the failure of any party to sign any Bond or by any claims that other indemnity or security was to have been obtained nor by the release of any indemnity or Indemnitor, nor by the release, substitution or subordination of any collateral that may have been obtained. If any party signing this Agreement is not bound for any reason, all other signatories hereto shall be bound for the full amount of liability hereunder.

13. POWER OF ATTORNEY. All Principals and/or Indemnitors each hereby irrevocably nominate, constitute, appoint and designate Surety, or the designee of Surety, as their attorney-in-fact with the right and power, but not the obligation, to exercise all of the rights assigned, transferred and set over to Surety by any Principal or Indemnitor under this Agreement, and to make, execute and deliver in the name of any Principal and/or any Indemnitor any and all additional contracts, instruments, assignments, mortgages, releases, checks, drafts, notes, certificate of deposits, letters of credit, deeds, bills of sale, authorizations, documents or papers (including, but not limited to, those related to the disbursement of loan proceeds, the commencement of proceedings and/or the execution of instruments referred to above; the endorsement of checks or other instruments payable to any Principal or any Indemnitor representing payment of Obligation monies and/or execution of any insurance claims, requisitions and/or warranties) deemed necessary and/or proper by Surety in order to give full effect to the intent and meaning of the assignments or rights contained herein and/or the full protection intended to be given to Surety under all other provisions of this Agreement. It is expressly understood and agreed that the foregoing power of attorney is coupled with the interest of Surety in receiving the indemnification/exoneration of/from Indemnitors hereunder. Indemnitors hereby ratify and affirm all acts and actions which shall be taken and done by Surety or its designee as such attorney-in-fact and agree to protect, indemnify and hold harmless Surety for all such acts and actions.

14. TERMINATION OF INDEMNITOR LIABILITY. Except with respect to any Bond(s) which is/are specifically within the scope of another indemnity agreement, this Agreement is a continuing obligation of Indemnitors unless terminated as to future Bonds by written notice to Surety as hereinafter provided; and such termination by any Indemnitor shall in no way affect the obligation or liability of any other Indemnitor who has not given such notice, which shall continue until Surety is exonerated from liability under all Bonds and Surety has recovered all amounts owing from Indemnitors hereunder. The liability of Indemnitors hereunder as to future Bonds shall not terminate by reason of the failure of the Surety to disclose facts known about any Principal, even though such facts materially increase the risk beyond that which any Indemnitor might intend to assume. The Indemnitors hereby waive notice of any such facts, whether or not the Surety may have reason to believe that such facts are unknown to the Indemnitor or whether the Surety may have had a reasonable opportunity to communicate such facts to the Indemnitor. In order to terminate liability as to any future Bond, an Indemnitor must:

14.1 Give to Surety written notice of such termination by certified mail, return receipt requested, addressed to Surety at the Surety's Address;

14.2 State in such notice the effective date, which date shall be not less than 30 days following receipt of such notice by the Surety, of

the termination of the liability of such Indemnitor for any future Bond; and

14.3 Following the effective date of such termination, such Indemnitor shall continue to be liable hereunder for: (i) any Bond executed or authorized and/or any Obligation entered into prior to such effective date of termination, and all renewals, substitutions, extensions and/or modifications thereof; (ii) any Bond executed pursuant to a bid, proposal Bond or surety consent executed or authorized prior to such effective date of termination, and any renewals, substitutions, extensions and modifications thereof; and (iii) any maintenance or guarantee Bond executed incidental to any other Bond executed prior to such date of termination, and any renewals, substitutions and extensions thereof.

15. INDEMNITOR REPRESENTATIONS AND ADDITIONAL CONSIDERATIONS

The Indemnitor represents, warrants and guarantees, unconditionally and with the intention that the Surety shall detrimentally rely upon such representations without investigation or verification, as follows:

15.1 The Indemnitor has read this Agreement carefully, has had an opportunity to consult with an attorney regarding this Agreement, and the Indemnitor understands this Agreement and that the Indemnitor is bound to the terms of this Agreement;

15.2 If a natural person, the Indemnitor is in all ways competent and qualified to enter into this Agreement and does so willingly and without duress, and if the Indemnitor is a legal entity other than a natural person, the person acting on behalf of such Indemnitor is in all ways authorized, qualified and competent to bind the Indemnitor to the terms of this Agreement, and there is no document, or form or formality of expression other than what has been given or provided to the Surety in connection with the execution of this Agreement that is required in order for the Indemnitor to be bound to this Agreement.

15.3 This Agreement is made and entered into for commercial purposes, and is not in any sense or for any purpose a consumer agreement, and is made or entered into as a result of negotiations, in a free and active market in which the Indemnitor has and has had alternatives.

15.4 The Indemnitor intends that the Surety shall rely upon the Indemnitor's representations and undertakings as expressed in this Agreement and upon the Indemnitor's credit, including all of the Indemnitor's assets, and that the Surety shall undertake legal or financial risk or forego rights or remedies that might otherwise be available to the Surety based upon such reliance and such reliance is reasonable; and

15.5 The Indemnitor has a substantial, material and beneficial interest in obtaining one or more Bonds on behalf of the Principal, or in the Surety's forbearance from cancelling one or more Bonds, or in the performance and fulfillment of the obligations secured or to be secured by one or more Bonds issued or to be issued, on behalf of the Principal.

16. GENERAL PROVISIONS.

16.1 The obligations of the Indemnitors hereunder are joint and several. Surety may bring separate suits hereunder against any or all of the undersigned as causes of action may accrue hereunder. Indemnitors hereby expressly waive the benefit of any statute or rule of law which gives any Indemnitor the right to require Surety to first proceed against Principal or other Indemnitors or which exonerates any Indemnitor from any liability if Surety fails to first proceed against any Principal or any Indemnitor.

16.2 All Principals and/or Indemnitors shall, upon request of Surety, procure the discharge and exoneration of Surety under any Bond and from and against any and all liability by reason thereof.

16.3 Indemnitors hereby waive notice of any default, the making of a claim against Surety or the loaning of funds to any Principal by Surety.

16.4 Principals and/or Indemnitors hereby agree to give Surety prompt notice of any facts which might give rise to any claims or suits against Surety upon any Bond and to cooperate fully with surety in the investigation of and defense concerning any such claims or suits.

16.5 Surety shall have the right, in its full and absolute discretion, to decline the execution of any Bond, including a final Bond when it has furnished a Bid Bond and/or consent to issuance of a Bond. Indemnitors waive any and all rights against Surety, if any, pertaining thereto.

16.6 Surety may consent to any changes or alterations in any Obligation, without affecting the liability hereunder of any Indemnitor.

16.7 Surety shall have every right, defense or remedy which a personal surety without compensation would have, including the right of exoneration.

16.8 The Principal and Indemnitor shall furnish to the Surety such information as the Surety may request from time to time concerning the financial condition of the Principal or Indemnitor, the status of work under any Contract, the condition or status of the performance of any Contract, the payment of any obligations incurred in connection with any Contract, the status of claims or entitlements of the Principal in connection with any Contract, or in connection with any subcontract, supply or service accounts the Principal may have with third parties in connection with any Contract. Until Surety shall have been furnished with conclusive evidence of the discharge and exoneration of Surety without loss from all Bonds, and until Surety shall have been otherwise fully indemnified as hereunder provided, Surety shall have the right of free access to the books, records, credit reports and accounts of all Principals and/or Indemnitors for the purpose of examining and copying them. Principals and Indemnitors each hereby authorize third parties, including but not limited to, depositories of funds of any Principal and any Indemnitor, to furnish to Surety any information requested by Surety in connection with any transaction. Surety may furnish any information which it now or hereafter may acquire concerning the Principal and/or Indemnitor to any other persons, firms or entities for the purpose of procuring co-suretyship or reinsurance or of advising such persons, firms or entities as Surety may deem appropriate.

16.9 If the execution of this Agreement by any Indemnitor is found to be defective or invalid for any reason, such defect or invalidity shall not affect the validity of this Agreement with respect to any other party. The invalidity of any provision of this Agreement by reason of the laws of any state or by any reason shall not affect the validity of any other provision of this Agreement.

16.10 Indemnitors hereby grant to Surety a security interest in the properties, assets and rights of Indemnitors as described in Paragraph 9 hereof, wherever the same shall be located, and whether now owned or hereafter acquired, and all products and proceeds thereof (the "Collateral"). This Agreement shall for all purposes constitute a security agreement for the benefit of the Surety in accordance with the Uniform Commercial Code and all similar statutes. Surety shall file or record this Agreement, financing statements, continuation statements and amendments and/or any other document executed by any Principal or Indemnitor individually or jointly, in connection with the application, issuance or execution of any Bond coming within the scope of this Agreement, including, without limitation, any notice of the prior interest in assignment of the same under the provisions of the Uniform Commercial Code or any other statute, ordinance or regulation of any jurisdiction or agency and describe the Collateral in particular or as all assets of any Indemnitor, or words of similar effect and which contain any other information required by the Uniform Commercial Code for the sufficiency or filing office acceptance. The filing or recording of any such document shall be solely at the option of Surety. The failure of such filing shall not release or discharge any of the obligations of any Indemnitor under this Agreement. Indemnitors shall execute and deliver such additional documents as Surety may deem necessary or desirable to accomplish any such filing or recording. It is expressly agreed that the provisions of Section 13 hereof apply to this Subsection.

16.11 This Agreement may not be changed or modified orally, but only by an instrument in writing, signed by all Indemnitors and consented to by Surety, in writing. Notwithstanding the foregoing: (a) the addition to this Agreement of any Indemnitor (at any time), on the same or different terms, may be accomplished by written amendment executed by such additional Indemnitor only; and (b) the Surety's agreement to exclude any specified property on behalf of any of the Indemnitor(s) (at any time) may be executed by a written amendment to that effect signed by only the Indemnitor(s) whose specified property is excluded and consented to by the Surety in writing.

16.12 Surety may maintain repeated actions to enforce the terms of this Agreement as causes of action accrue or as breaches of the same occur without any former action operating as a bar to any subsequent action.

16.13 Wherever used in this Agreement, the plural shall include the singular, the singular shall include the plural and the neuter shall include both genders as the circumstances require.

16.14 It is understood and affirmed that Bonds are a credit relationship, and Principals and/or Indemnitors authorize and empower Surety, or any of Surety's authorized agents, to gather such credit information as Surety considers necessary and appropriate for purposes of evaluating whether such credit should be granted or continued. Indemnitors waive their rights in connection therewith.

16.15 Indemnitors have established adequate means of obtaining from sources other than Surety, on a continuing basis, financial and other information pertaining to Principal's financial condition and the status of the Principal's performance of the Obligations with respect to each Bond covered hereby, and Indemnitors agree to keep adequately informed from such means of any facts, events or circumstances which might in any way affect any Indemnitor's risks hereunder and Surety has made no representations with respect to such matters.

16.16 By exercising or failing to exercise any of its rights, options or elections hereunder, Surety shall not be deemed to have waived any breach or default on the part of any Indemnitor or to have released any Indemnitor from any of their obligations hereunder, unless such waiver or release is in writing and is signed by an authorized representative of Surety. In addition, the waiver by Surety of any breach or default hereunder shall not be deemed to constitute a waiver of any succeeding or preexisting breach or default.

16.17 The obligations of Principals and/or Indemnitors hereunder shall be in addition to and shall not limit or in any way affect the obligations of Principal and/or Indemnitor under any other existing or future indemnities or guarantees unless said other indemnities or guarantees are expressly modified or revoked in writing. In the event any other indemnification agreement is executed in favor of Surety by any Indemnitor, Surety still reserves any and all rights hereunder. Such subsequent execution shall not operate as an accord and satisfaction or otherwise change or alter the obligations of any Indemnitor hereunder.

16.18 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original hereof and all of which, taken together, shall constitute but one and the same instrument.

16.19 Any indebtedness of any Indemnitor now or hereafter held by any other Indemnitor is hereby subordinated to the indebtedness of Indemnitors to Surety, and such indebtedness of any Indemnitor to any other Indemnitor shall, if Surety so requests, be collected, enforced and received by the Indemnitor as trustee for Surety and be paid over to Surety on account of the indebtedness of any Indemnitor to Surety, but without reducing or limiting in any manner the liability of Indemnitors under the provisions of this Agreement.

16.20 The Principals and Indemnitors hereby consent to enforcement of this Agreement and submit themselves to personal jurisdiction in any and all jurisdictions in which (a) the Surety may sustain or pay any loss for which any Principal or Indemnitor may be liable hereunder; (b) the Surety may be sued or subject to suit or arbitration as a consequence of having issued any Bond on behalf of the Principal; (c) any construction project may be located which is the subject of any Bonded Contract; and/or (d) any assets of any Principal or Indemnitor may be located.

16.21 If any proceeding is brought against the Surety in which the Surety desires to join any one or more of the Principals and Indemnitors by reason of their undertakings in this Agreement, each and all of the Principals and Indemnitors agree that he, she, it or they will, upon written notice of the Surety to do so, voluntarily appear in such proceeding and accept service of process and other papers, either personally or by an attorney of such Principal or Indemnitor's choice.

16.22 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

This Agreement may be referred to as The General Indemnity Agreement dated: _____.

IN WITNESS WHEREOF each indemnitor intending to be legally bound hereby has executed this Agreement as provided below.

BUSINESS ENTITY INDEMNITORS
(Includes: Corporations, LLCs, Partnerships, Trusts, Etc.)

Company Legal Name _____ <i>(Exactly as Filed with the Secretary of State)</i>	
Full Street Address _____	_____
Signature _____	Federal Tax ID Number _____
Name of signer _____	Title of signer _____

INDIVIDUAL INDEMNITORS

Name _____	Signature _____
Full Street Address _____	_____
	Social Security Number _____

Name _____	Signature _____
Full Street Address _____	_____
	Social Security Number _____