

**ANCLOTE HS/PR SMITH MS
SUNSENSE SCHOOLS
PHOTOVOLTAIC SOLAR SYSTEM INSTALLATION AGREEMENT**

This Photovoltaic Solar System Agreement (the "Agreement") is entered into this ____ day of _____, 2009 (hereinafter referred to as the "Effective Date") by and between Florida Power Corporation d/b/a Progress Energy Florida, Inc., a Florida corporation (hereinafter referred to as "Progress Energy Florida") with its offices at 299 First Avenue North, St. Petersburg, FL 33701 and The District School Board of Pasco County, Florida, a body corporate existing under the laws of the State of Florida (hereinafter referred to as the "School Board") whose business address is 7227 Land O'Lakes Boulevard, Land O' Lakes, Florida 34638. Progress Energy and School Board shall individually be referred to as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Parties are desirous of installing a certified photovoltaic system as such certified systems are listed by the Florida Solar Energy Center at <http://www.fsec.ucf.edu/pvt/buyinstallpv/pvapprovals/approvals1.htm> (hereinafter referred to as the "PV System") in an effort to provide electricity to, Anclote High School / PR Smith MS whose address is, 1540 Sweetbriar Drive, Holiday, Florida 34691 (hereinafter referred to as the "School"); and

WHEREAS, Progress Energy Florida shall install the System per the terms of this Agreement and be reimbursed through "credits" donated by participants who enroll in Progress Energy Florida EnergyWise Program.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. RECITALS AND INDEPENDENT CONTRACTOR

The recitals stated above are true and correct and incorporated herein. Nothing in this Agreement or the conduct of the Parties pursuant hereto shall be construed or implied to have created or to create between them any relationship of principal and agent, or partners, or of joint ventures or employer-employee.

ARTICLE II. INSTALLATION

It is anticipated that the PV System shall be installed on or around the target date of April 30th, 2010. This target date is expressly contingent upon three hundred (300) participants enrolling in the EnergyWise program and donating their credits generated under such program to the SunSense Schools program to fund the cost of installation of the PV System by such date. The PV System shall not be installed prior to receiving such credits from PEF customers. Progress Energy Florida and the School Board shall mutually agree as to the specific location for the installation of the PV System prior to the installation of the PV System. Progress Energy Florida shall select, in its sole discretion, the Solar Contractor to install and maintain the PV System. Progress Energy Florida may elect to inspect the PV System installation to ensure compliance with standard codes and other safety requirements; provided, however, that any such inspection by Progress Energy Florida shall not

require Progress Energy Florida to be responsible in any way for such compliance. Further, any such inspection of the PV System by Progress Energy Florida shall not be construed in any way as a representation or warranty of any kind, express or implied, by Progress Energy Florida of such compliance.

ARTICLE III. RESPONSIBILITIES OF PROGRESS ENERGY FLORIDA

Progress Energy Florida shall be responsible to have the PV System installed on School property. The School Board shall not be responsible for the cost of installation. Progress Energy Florida, in its sole discretion, shall select the contractor to install the PV System (hereinafter referred to as the "Solar Contractor"). The School Board hereby acknowledges and agrees that it has been provided a copy of said contract and that Progress Energy Florida shall have no obligations or duties to School Board with respect to any inspections, protections or warranties, except as expressly set forth in such contract or this Agreement. The School Board shall be named third party beneficiary and additional insured under the agreement between Progress Energy Florida and the Solar Contractor.

ARTICLE IV. RESPONSIBILITIES OF THE SCHOOL BOARD AND/OR SCHOOL

A. During the term of this Agreement, School Board shall:

(1) Provide Progress Energy Florida and Solar Contractor access to the School's facilities to install, operate, inspect and maintain the PV System and throughout the term of this Agreement, and to install, maintain, and read metering instrumentation and other test equipment.

(2) Follow the safety requirements and the instructions of the manufacturer of the PV System regarding the operation and maintenance of said PV System and comply with any governmental regulations or statutes affecting the use of the PV System.

(3) Keep the PV System in good condition and not waste or destroy it or any part thereof.

(4) Provide a sponsorship sign, the size, design and location of which to be approved by the School Board in its reasonable discretion, at the entrance of School's facilities showing that Progress Energy Florida is the sponsor of the PV System. The sponsorship sign shall be at the expense of Progress Energy Florida. Progress Energy Florida shall be responsible for the maintenance of any such signage.

(5) Provide a network port within five feet of the data monitoring equipment. The location of that equipment shall be decided between the School and the Solar Contractor. An IP address must be established for the data logger as well.

(6) Provide a 120 V AC outlet as a power source for the data monitoring equipment within five feet of its location

(7) Comply with any and all requirements of the DCA/FEO that may be required by the Florida Solar Energy Center with respect to the SunSense Schools Program and the School Board hereby represents that it has read and is familiar with any such requirements.

(8) Enter into the attached Interconnection Agreement approved by the Public Service Commission and required by Progress Energy's tariff.

ARTICLE V. WARRANTY

A. School Board acknowledges that the Solar Contractor warrants the PV System for a five (5) year period from the date of installation of the PV System. Should any defect or deficiency in workmanship or the PV System be discovered during said warranty period, School Board shall provide the Solar Contractor with notice of such defect or deficiency and the Solar Contractor shall be responsible for correcting any such defect or deficiency. The School Board expressly acknowledges and agrees that Progress Energy Florida shall not be responsible for the correction of any defects, deficiencies, or damages relating to or arising from the PV System.

B. PROGRESS ENERGY FLORIDA MAKES NO WARRANTY, REPRESENTATION, WARRANTY, OR CERTIFICATION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE PV SYSTEM OR THE INSTALLATION OF THE PV SYSTEM OR THE AMOUNT OF ELECTRICITY, IF ANY, THE PV SYSTEM MAY BE ABLE TO GENERATE.

ARTICLE VI. INDEMNIFICATION

A. The School Board shall only indemnify and hold harmless Progress Energy Florida from any claims, judgments, losses, or costs arising out of any claim, judgment, or loss determined to be the result of the negligent or wrongful act of any employee of the School Board acting within the course and scope of their employment by the School Board, to the extent and only to the extent permitted by Section 768.28, Florida Statutes and to the extent that said claims, judgments, or wrongful acts arise out of the location or operation of the PV System located at the School facilities pursuant to the terms and conditions of this Agreement. Nothing herein is intended as consent by the School Board to be sued by any third party for any cause or matter arising out of or relating to this Agreement.

B. Progress Energy Florida shall fully indemnify and hold the School Board harmless from any claims, judgments, losses, costs, or expenses, including all litigation expenses and reasonable attorney's fees it incurs to the extent arising out of any claim, judgment or loss occurring on account of the negligence or wrongful act of any employee of Progress Energy Florida, acting within the course and scope of their employment by Progress Energy Florida during the Term of this Agreement.

ARTICLE VII. LIMITATION OF LIABILITY

In no event shall either Party, its officers, directors, employees, and agents be liable to the other Party for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action whatsoever, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.

ARTICLE VIII. TERMINATION

Either Party may terminate this Agreement without liability at any time and for any reason by providing the other Party at least 30 days prior written notice of such Party's intent to so terminate

ARTICLE IX. NOTICES

A. Notices to School Board. All notices to School Board under this Agreement shall be in writing and shall be mailed, First Class Mail, postage prepaid, to the following representative and address:

The District School Board of Pasco County, Florida
7227 Land O' Lakes Boulevard
Land O' Lakes, FL 34638
Attn: Heather Fiorentino, Superintendent

With a copy to:

The District School Board of Pasco County, Florida
7227 Land O' Lakes Boulevard
Land O' Lakes, FL 34638
Attn: John Soler, Energy Manager

B. Notices to Progress Energy Florida. All notices to Progress Energy Florida under this Agreement shall be in writing and shall be mailed, First Class Mail, postage prepaid, to the following representative and address:

Progress Energy Florida, Inc.
3300 Exchange Place
NP2A
Lake Mary, FL 32746
Attn: Vernon McQueen

ARTICLE X. FORCE MAJEURE

A. Neither Party shall be liable for its failure to perform hereunder if such failure is due to any act or circumstance beyond the reasonable control, and not due to the fault or neglect, of the Party claiming the event of Force Majeure event including, but not limited to the following acts or circumstances: (i) act(s) of God, (ii) war or wars, (iii) government regulation by a governmental authority having jurisdiction (including, but not limited to, any law, rule, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency), (iv) act(s) or threatened act(s) of terror, including, but not limited to any acts by organized groups of terrorists or any acts of a public enemy (v) disaster(s) (including, but not limited to, hurricane, tornado, tropical storm, earthquake, or major storm), (vi) any pandemic, epidemic, pestilence, plague, or outbreak, (vii) strike, lockout, or industrial disputes, (viii) civil disorder, riot, or disturbance of the peace, (ix) any third party act for which the Party who fails to perform is not responsible, or (x) any other condition or circumstance, whether similar to or different from the foregoing (it being agreed that the foregoing enumeration shall not limit or be characteristic of such conditions or circumstances) beyond the reasonable control or fault of the Party claiming the Force Majeure event.

B. In the event that either Party is rendered unable, wholly or in part, by reason of an event of Force Majeure to perform any obligations set forth in the Agreement, then such Party shall give the other Party written notice and reasonably full particulars of such event as soon as practicable after the occurrence thereof, and thereafter, the obligations of both Parties shall be suspended to the extent and for the period of such Force Majeure condition and such cause shall be remedied with all reasonable dispatch. Settlement of strikes and lockouts shall be entirely within the discretion of the Party affected and the requirement that any event of Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the parties directly or indirectly involved in such strikes or lockouts when such course is inadvisable in the discretion of the Party having such difficulty.

ARTICLE XI. DISPUTE RESOLUTION

A. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Representatives with decision making authority from both Parties shall meet at a mutually acceptable time and place within ten (10) business days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. In such meetings and exchanges, a Party shall have the right to designate any information that a Party offers as confidential, and no designated confidential information exchanged in such meetings for the purpose of resolving a dispute will be used by a Party in litigation against another Party. If the matter has not been resolved by the Parties within thirty (30) calendar days of the disputing Party's notice, or if the Parties fail to meet within ten (10) business days as required above, either Party may initiate mediation as provided hereinafter. The mediation proceeding shall be conducted in accordance with the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Dispute or other mutually agreed upon procedures, with the following exceptions:

(1) if the Parties have agreed to pursue mediation but have not agreed within thirty (30) calendar days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the request of either Party, shall appoint a member of the CPR Panel of Neutrals as the mediator; and

(2) efforts to reach a settlement shall continue until the conclusion of the proceeding, which is deemed to occur when: a) a written settlement is reached, or b) the mediator concludes and informs the Parties in writing that further efforts would not be useful, or c) the Parties agree in writing that an impasse has been reached. Neither Party may withdraw before the conclusion of the proceeding; provided, however, notwithstanding the foregoing, an impasse shall be deemed to have occurred if the Parties have failed to execute a written settlement within ninety (90) calendar days after the date the mediation proceeding was initiated by either Party.

(3) If the Parties are unable to resolve the dispute and litigation proves necessary, either Party may initiate such litigation.

ARTICLE XII. APPLICABLE LAW

A. The Agreement and the rights and obligations of the Parties to this Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida

without giving effect to its conflict of law principles. The Parties expressly relinquish and waive all rights to trial by jury regarding any action brought hereunder.

B. Unless otherwise provided by law, any and all litigation between the Parties hereto arising out of this Agreement shall be instituted and maintained without a jury in the Circuit or State Court in Pasco County, Florida. Any cause of action arising by virtue of the laws of the United States shall be instituted and maintained without a jury in the appropriate courts in and for Pasco County Florida.

ARTICLE XIII. ENTIRE AGREEMENT

The Agreement constitutes the entire understanding between Progress Energy Florida and School Board relating to the subject matter hereof, superseding any prior or contemporaneous agreements or understanding between the Parties. The Parties shall not be bound by or be liable for any statement, prior negotiation, correspondence, representation, promise, draft agreements, inducement or understanding of any kind or nature not set forth or provided for herein. No prior course of dealing, usage of trade or course of performance shall be used to supplement or explain any term, condition, or instruction used in this Agreement.

ARTICLE XIV. WAIVER

Any waiver by a Party of any provision or term of the Agreement shall not be deemed to be a waiver of any other provision or term contained herein or therein, or of the same provision or term at any other time. All remedies provided under the Agreement shall be taken and construed as cumulative and in addition to every other remedy provided for herein or by law or equity.

ARTICLE XV. MODIFICATION

No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein, and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

ARTICLE XVI. SEVERABILITY

If any provision of the Agreement is deemed or defined by any law, regulation, ordinance, or order of any court or any governmental agency, or regulatory body having jurisdiction over either Party, or held or declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the Parties shall be reduced or abated only to the extent required to remove or cure such illegal or unenforceable portion, so long as the Agreement is not affected in a manner or to the extent which would render it economically, technically, materially, or commercially infeasible to either Party.

ARTICLE XVII. FINGERPRINTING

Vendors conducting business with the District School Board of Pasco County, who will (1) be at the school when students are present, or (2) have direct contact with students, or (3) have access to or control of school funds must be level 2 fingerprinted by Human Resources. If any of the above

applies to this contract, you must have those individuals Level 2 fingerprinted and screened by the District Human Resource Department prior to commencement of services or work.

ARTICLE XVIII. ENVIRONMENTAL ATTRIBUTES

Notwithstanding anything herein to the contrary, the parties expressly agree that Progress Energy shall solely hold, retain and own the rights to any current or future environmental attributes arising out of or attributed to either the PV System, work, or any energy conservation efforts under this Contract, including but not limited to any carbon value, carbon credits, renewable energy credits, greenhouse gas offsets or any white tag market(s) value. Further, because Progress Energy Florida is providing certain rebates for the equipment and/or installation with its own funds, Customer acknowledges and agrees that Florida Administrative Code Section 25-6.065 does not apply to this Agreement with respect to the ownership of any environmental attributes.

ARTICLE XVIV. CAPTIONS

The headings used throughout this Agreement are inserted for reference purposes only and are in no way to be construed as a limitation of the scope of the particular sections to which they refer.

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This was not on the original contract.

IN WITNESS WHEREOF, Progress Energy Florida and the School Board have caused this Agreement to be duly and properly executed as of the Effective Date.

The School Board of _____, Florida,
a Body Corporate

Florida Power Corporation d/b/a
Progress Energy Florida, Inc.,
a Florida corporation

By: _____
Print Name: _____
Its: _____
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

Attest:

By: _____
Print Name: _____
Clerk of the School Board
Of Pasco County, Florida