

761899

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(Address)

(City/State/Zip/Phone #)

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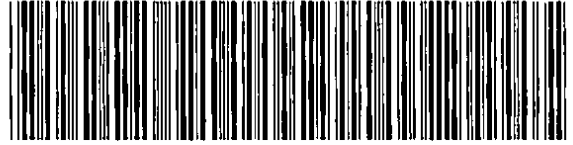
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CORPORATION SERVICE COMPANY
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Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 343152 7782418

AUTHORIZATION :

COST LIMIT :  78.75

ORDER DATE : December 21, 2021

ORDER TIME : 11:08 AM

ORDER NO. : 343152-005

CUSTOMER NO: 7782418

ARTICLES OF MERGER

SOLAR FOUNDATION (THE)

INTO

THE INTERSTATE RENEWABLE
ENERGY COUNCIL

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Eyliena Baker

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Interstate Renewable Energy Council, Inc.

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Matthew R. Rudolphi

(Contact Person)

Thompson Coburn

(Firm/Company)

50 East Monroe, 37th Floor

(Address)

Chicago, IL 60603

(City/State and Zip Code)

For further information concerning this matter, please call:

Matthew R. Rudolphi

(Name of Contact Person)

At (202) 351-1780

(Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

ARTICLES OF MERGER

(Not for Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
The Interstate Renewable Energy Council	Florida	761899

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Solar Foundation (The)	Washington, D.C.	770300

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR Dec 31 / 2021 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

(Attach additional sheets if necessary)

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on _____.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
_____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on November 6, 2020. The number of directors in office was 13. The vote for the plan was as follows: 11 FOR 0 AGAINST

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(S)
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on _____. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: _____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on November 5, 2020. The number of directors in office was 5. The vote for the plan was as follows: 5 FOR 0 AGAINST

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of the chairman/
vice chairman of the board
or an officer.

Typed or Printed Name of Individual & Title

Interstate Renewable Energy Council, Inc.

Larry Shirley
Larry Shirley (Dec 20, 2021 18:10 PST)

Larry Shirley, Chair

Solar Foundation (The)

Mary Powell
Mary Powell (Dec 20, 2021 19:27 EST)

Mary Powell, Chair

2021 DEC 21 AM 9:43
DEC 21 2021

PLAN OF MERGER

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the surviving corporation:

Name

The Interstate Renewable Energy Council, Inc.

Jurisdiction

Florida

The name and jurisdiction of each merging corporation:

Name

Solar Foundation (The)

Jurisdiction

Washington, D. C.

The terms and conditions of the merger are as follows:

See Attached:

- Combination Agreement
- Addendum

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A statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger is as follows:

NONE

Other provisions relating to the merger are as follows:

NONE

COMBINATION AGREEMENT

by and between

THE SOLAR FOUNDATION, INC.

and

INTERSTATE RENEWABLE ENERGY COUNCIL, INC.

Dated as of November 6, 2020

2021 DEC 21 PM 3:13
STANDARD TIME
FRI

TABLE OF CONTENTS

	Page
Section	
1. <i>Principal Premises</i>	1
2. <i>Transaction Summary</i>	2
3. <i>Effective Date, Closing Date and Dissolution</i>	2
4. <i>Representations and Warranties</i>	3
5. <i>Limitation and Assumption of Liability</i>	4
6. <i>Conduct between Effective Date and the Closing Date</i>	4
7. <i>Transaction</i>	6
8. <i>Closing Conditions</i>	7
9. <i>Term and Termination</i>	8
10. <i>Notices</i>	9
11. <i>Attachment</i>	10
12. <i>Other</i>	10

ATTACHMENT

Attachment A	Granting Agencies
Attachment B	Covered TSF Employees

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 10/11/21

COMBINATION AGREEMENT

THIS COMBINATION AGREEMENT (this "*Agreement*") is made as of November 6, 2020 (the "*Effective Date*") between the Interstate Renewable Energy Council, Inc., a nonprofit corporation incorporated in the State of Florida ("*IREC*"), and exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code ("*IRC*"); and the Solar Foundation, Inc., a nonprofit corporation incorporated in the District of Columbia ("*TSF*"), and exempt from federal income tax under IRC Section 501(c)(3). IREC and TSF are each referred to as a "*Party*" and together as the "*Parties*" in this Agreement.

BACKGROUND:

A. TSF is a nonprofit, nonpartisan organization dedicated to advancing the use of solar and solar-compatible technologies worldwide.

B. IREC is an independent, nonprofit, and nonpartisan organization that works throughout the United States to build a foundation for rapid adoption of clean energy and energy efficiency to benefit people, the economy and our planet.

C. The Parties have determined that a combination of the organizations, with IREC as the surviving entity, would be in the best interests of each Party and serve and advance the mission and purposes for which each was formed and organized.

D. Upon the consummation of the transactions contemplated hereby, the Parties will effect a merger and legal combination of TSF with and into IREC pursuant to applicable law, with IREC the surviving entity (the "*Combination*").

E. Contemporaneously with the execution and delivery of this Agreement, the Parties hereto have entered into that certain Administrative Management Support Agreement, dated as of the date hereof, which shall provide for the provision to TSF of certain support services by IREC, including with respect to certain administrative and programmatic matters of TSF, for the period prior to the Closing Date provided therein (the "*Support Services Agreement*").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Principal Premises.** The Parties share the assumptions that the Combination would advance and serve the purposes, mission and best interests of each of IREC and TSF, including that the Combination would:

(a) Strengthen and advance the effectiveness of advancing the adoption and deployment of solar energy as a form of clean energy;

(b) Consolidate and coordinate efforts on behalf of clean energy in general and solar power in particular in the United States;

(c) Improve and increase the quality and reliability of information used to advance the field of clean energy and solar power;

(d) Reduce operating costs by allowing IREC and TSF to leverage a common administrative platform; and

(e) Generally further the missions and goals of both IREC and TSF.

2. **Transaction Summary.** Based upon, and in furtherance of these premises, the Combination shall be effected pursuant to the terms and subject to the conditions of this Agreement, such terms including: (a) certain outstanding grants currently in the name of TSF will be novated such that they will be in the name of IREC as of the Closing Date in accordance with *Section 6(i)*; (b) IREC will take on the TSF programs; and (c) upon the consummation of the Combination, TSF will be dissolved and merged with and into IREC, and IREC, including its corporate form and tax exempt status, will survive. As a condition to the execution, delivery, and effectiveness of this Agreement, as of the date hereof, the Parties have executed and delivered the Support Services Agreement.

3. **Effective Date, Closing Date and Dissolution.**

(a) This Agreement is effective upon the Effective Date. Pursuant to the terms and subject to the conditions of this Agreement, the consummation of the Combination and the transactions contemplated by this Agreement (the "**Closing**") shall take place (i) at 10:00 a.m. Eastern Time on the date on which the conditions to the Closing set forth in *Section 8* of this Agreement have been satisfied or waived, as applicable, but not earlier than January 1, 2021, or (ii) such other date and time as the Parties may agree to in writing (such date of the Closing hereinafter referred to as the "**Closing Date**").

(b) Subject to the provisions of this Agreement, at the Closing, or as soon thereafter as practicable, the Parties shall (i) cause Articles of Merger (the "**Articles of Merger**") to be executed, acknowledged and filed with (A) the Secretary of State of the State of Florida in accordance with the relevant provisions of the Florida Business Corporation Act (the "**Florida Act**") and (B) the Mayor of the District of Columbia in accordance with the relevant provisions of the District of Columbia Business Organizations Code (the "**DC Code**"), and (ii) make all other filings or recordings required under the Florida Act and the DC Code. The Merger shall become effective at such time as the Articles of Merger has been duly filed with the Secretary of State of the State of Florida and the Mayor of the District of Columbia or at such later date or time as may be agreed by the Parties in writing and specified in the Articles of Merger in accordance with the Florida Act and the DC Code.

(c) As of the Effective Date, (i) the certificate or articles of incorporation and bylaws of IREC as in effect immediately prior to the Effective Date shall be the certificate or articles of incorporation and bylaws of IREC as the surviving entity immediately thereafter. The directors of IREC immediately prior to the Effective Date shall be the sole directors of IREC as the surviving entity thereafter until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

4. **Representations and Warranties.** Subject to Section 12(a) hereof, the Parties, as applicable, represent and warrant to the other as follows:

(a) Each Party is incorporated as a nonprofit corporation in the state set forth in the preamble of this Agreement, and in such state of incorporation, it is current in all reporting obligations it is in good standing.

(b) Each Party has received a determination from the Internal Revenue Service ("IRS") of federal income tax exempt status; is current or within permitted extension periods in all obligations to file reports or returns; has no known pending IRS inquiry about, audit of, or challenge to, its exemption status or its reports or returns due to IRS; and has no reason to believe there is any valid basis for such an inquiry, audit, or challenge;

(c) Each Party has unconditional and unqualified authority to enter into and execute this Agreement and any other documents called for by this Agreement and requiring execution, subject to any legally required governing board or other approvals as specified in this Agreement, in the Party's governing documents, or as otherwise required by law ("**Organizational Approvals**");

(d) TSF has in all material respects: (i) provided to IREC complete and accurate documents and information requested in the course of due diligence legal and financial inquiries; and (ii) all documents provided in response to IREC's due diligence inquiries are true and correct copies of the originals and the information contained in all documents provided in response to IREC's due diligence inquiries is true and correct, excepting only any errors or omissions identified and rectified in the course of due diligence responses;

(e) With respect to TSF, there has been no known material change to any of the documents or information provided on behalf of TSF in the course of due diligence legal and financial inquiries since the due diligence documents and information were provided that TSF has not disclosed to IREC; and there have been no other known material changes to the financial or legal condition of TSF since the due diligence documents and information were provided that TSF has not disclosed to the IREC;

(f) With respect to each Party, there are currently no private claims or lawsuits, including employee claims, claims arising under ethics enforcement programs, claims by vendors or service providers, or claims by others, pending or threatened against such Party except as disclosed in *Schedule 4(f)*;

(g) With respect to each Party, there are currently no governmental claims, inquiries, or lawsuits pending or threatened against such Party, including in its jurisdiction of incorporation, or any U.S. Government or foreign agency or department, except as fully disclosed in *Schedule 4(g)*;

(h) With respect to TSF, it has free and clear ownership of all intellectual property that would be combined pursuant to this Agreement including to trademarks, patents, and copyrights;

(i) With respect to each Party, there has been no known and undisclosed inurement to individuals by such Party as defined by pertinent IRC provisions and IRS regulations that would be in violation of such provisions or regulations except as disclosed in *Schedule 4(i)*:

(j) With respect to each Party, there have been no known and undisclosed payments by such Party to its officers, directors, employees, members, attorneys, accountants, consultants, representatives or agents except in the normal course of business or pursuant to existing or pre-existing compensation arrangements, employment contracts, other contracts or policies disclosed in the course of due diligence legal and financial inquiries, or as disclosed in *Schedule 4(j)*;

(k) With respect to each Party, to such Party's knowledge, there are no current, ongoing or unresolved investigations, inquiries, complaints, claims, proceedings or enforcements, whether civil or criminal, involving violations or alleged violations of local, state or U.S. federal lobbying or political campaign laws, regulations or requirements by or with respect to such Party;

(l) With respect to each Party, to such Party's knowledge there are not any undisclosed material conflict of interests on the part of any officers, directors, employees, members, attorneys, accountants, consultants, representatives or agents of such Party except as disclosed in *Schedule 4(l)*;

(m) With respect to each Party, such Party maintains reasonable and customary directors-and-officers insurance with respect to such Party's officers and directors ("**D&O Insurance**");

(n) With respect to TSF, there are no obligations to officers, directors, employees, members, attorneys, accountants, consultants, representatives or agents for future payments by, or benefits from, TSF other than as disclosed on behalf of TSF in the course of due diligence legal and financial inquiries; and

(o) With respect to TSF, to its knowledge, there are no conditions, liabilities or other results of operations that would be reasonably likely to result in the cancelation of any material Grant.

5. Limitation and Assumption of Liability. In no event shall either Party have a claim against the other's officers, directors, employees, members, attorneys, accountants, consultants, representatives or agents for money damages, injunctive relief, or for any other cause of action arising under or related in any way to this Agreement other than in circumstances of gross negligence or fraud.

6. Conduct between Effective Date and the Closing Date. Between the Effective Date and the Closing Date, and subject to Section 12(a) hereof, the Parties, as applicable, hereby covenant and agree as follows:

(a) TSF will conduct its operations, programs, and activities substantially as they had been conducted prior to the Effective Date, in the ordinary course of business and consistent with past practice;

(b) IREC will use commercially reasonable efforts to maintain its operations, programs and activities and the goodwill associated therewith and deriving therefrom.

(c) Other than those necessary to effectuate the Combination, neither Party shall make any material change in its articles of incorporation or articles of organization, and bylaws; and TSF shall make no material changes to its policies and programs, operations or activities that might affect the Combination without prior written notice to, and the written concurrence of, the other Party:

(d) TSF shall not engage new employees or independent contractors without the prior written notice to, and the written concurrence of, the IREC; *provided, however*, that TSF shall have the right, without the requirement of IREC's consent, to replace any employee of TSF whose employment with TSF has been terminated for any reason with an individual to be employed by TSF at substantially the same wages and benefits, taken in the aggregate, as the employee such individual is replacing solely to the extent the hiring of such replacement employee is necessary (i) to ensure TSF's commercially reasonable ability to perform its obligations and covenants hereunder or (ii) to comply with, and obtain loan forgiveness with respect to, the PPP Loan and the terms of the Paycheck Protection Program (each as hereinafter defined):

(e) Both parties will reasonably cooperate with each other and use best efforts to make any appropriate and necessary transfers of agreements, government filings, or to obtain any consents, permits, approvals, or authorizations required by, or attendant to, the Combination.

(f) Each Party, and its officers, directors, employees, members, attorneys, accountants, consultants, representatives or agents, will maintain the confidentiality of the Combination until such time as an announcement has been made, which announcement shall be pursuant to the terms and subject to the conditions of Section 7(a) below:

(g) As promptly as reasonably practicable, TSF shall submit applications for the continued function of the ongoing TSF programs for which applications are due on or before the Closing Date:

(h) Subject to Section 9(c)(iv), IREC shall be the designated recipient of the Solar System Donation, defined as the total assets of the donation, contribution or other conveyance from The Conti Group (including whether a donation in cash or contribution of assets or grant of interests in SunDurance Barstow, LLC);

(i) TSF shall use commercially reasonable efforts to renew its funding for the "SolSmart" program to support such program beyond the end-date currently contemplated therefor:

(j) As soon as reasonably practicable in accordance with applicable guidelines, TSF shall use commercially reasonable efforts to request the approval of those applicable entities (whether governmental or non-governmental originations) that shall have issued grants to TSF that are active as of the Effective Date ("**Granting Agencies**") as may be required to effect a novation, or to otherwise transfer at the Closing all grants issued to TSF by such Granting Agency, including those certain grants set forth on Attachment A, such that such issuing agency

shall reflect that such grants shall be in the name of IREC on and effective as of the Closing Date (the "**Novation**");

(k) IREC will conduct and provide to TSF an internal review to determine its ability to comply with the terms of, and integrate, any grant issued to TSF by a United States government Granting Agency or other awards that are reasonably expected to be outstanding as of the date of the Closing;

(l) TSF shall provide to IREC its monthly financial statements promptly following the receipt of such statements from its accountants, but in no event more than fifteen (15) days following such receipt;

(m) Each Party will maintain its D&O Insurance;

(n) Each Party will maintain its federal income tax exemption under IRC Section 501(c)(3);

(o) Each Party shall promptly take all reasonable measures to obtain and effectuate all necessary Board Approvals with respect to such Party and upon obtaining its respective Board Approvals it shall so notify the other Party (the "**Board Approval Notice**").

7. **Transaction.** Each of IREC and TSF covenant and agree to undertake the following actions pursuant to the terms and subject to the conditions below:

(a) As soon as reasonably practicable on or after the Effective Date, the Parties will consult with, and obtain the approval of, each Party regarding the issuance of a press release, statement to its constituents or other public announcements with respect to the Combination. No public statement shall be issued by either Party except pursuant to this Section 7(a);

(b) IREC will offer employment at the time of the Closing to those individuals employed by TSF at the time of the Closing that are also identified on Attachment B (collectively, the "**Covered TSF Employees**"). such employment by IREC to be (i) at compensation and benefit levels consistent with that offered to other similarly situated IREC employees for such positions, as determined exclusively by IREC, and (ii) inclusive of all outstanding vacation, sick-leave or other paid-time-off due, owing and available to such Covered TSF Employee;

(c) Except to the extent of liabilities for which adequate reserves exist as set forth in the TSF Closing Financials (as hereinafter defined), TSF will take all commercially reasonable efforts to (i) discharge all material current liabilities in respect of outstanding (A) accounts payable and (B) indebtedness for borrowed money, including under the Paycheck Protection Program (collectively, "**Designated Liabilities**") as of the Closing, and (ii) discharge to the greatest extent reasonably practicable all indebtedness pursuant to Paycheck Protection Program under Title I of the Coronavirus Aid, Relief, and Economic Stimulus Act of 2020 (the "**Paycheck Protection Program**") incurred by TSF and then outstanding (the "**PPP Loan**");

(d) Prior to the Closing Date, IREC will provide commercially reasonable assistance to TSF in achieving maximum benefit to TSF from the discharging of the PPP Loan, including

through forgiveness of the PPP Loan by the US Small Business Administration and applicable lender:

(e) Upon the Closing, IREC will succeed to any remaining rights, obligations, assets and liabilities of TSF;

(f) The IREC Board of Directors may in its sole discretion, but shall not be obligated to, elect current members of the TSF Board of Directors to fill open seats on the IREC Board of Directors, under the authority of Article III, Section I of the IREC Bylaws; and

(g) Each Party shall use its commercially reasonable efforts to satisfy the other Party's conditions to closing and to effectuate the transactions contemplated hereby. Without limiting the provisions hereof and in supplement thereto, each of IREC and TSF shall cooperate with one another to plan for an orderly integration of their activities and operations on the Closing Date.

8. Closing Conditions. Subject to Section 12(a) hereof, prior to the Closing Date, and as conditions of the transaction to effect the Combination:

(a) Each Party will provide written certification to the other that (i) it has not made any material change in its articles of incorporation or articles of organization, bylaws; and TSF shall have made no material changes to its policies and programs, operations or activities, other than those necessary to effectuate the Combination, that might affect the Combination between the Effective Date and the Closing Date without prior written notice to, and the written concurrence of, the other Party; and (ii) all representations and warranties of such Party contained herein that are qualified by materiality are true and correct in all respects and the representations and warranties of such Party contained herein that are not so qualified shall be true and correct in all material respects as of the Effective Date and as of the Closing Date as made on and as of the Closing Date.

(b) Neither Party will have become subject to any injunction, decree, or order that restricts or prohibits the Combination:

(c) All necessary consents or other approvals from Granting Agencies shall have been obtained for the Novation to be effected in all material respects as of the Closing Date.

(d) The consummation of the transactions contemplated hereby shall not conflict with, or otherwise impede or reduce the eligibility of TSF to obtain forgiveness of the principal amount of its PPP Loan under the Paycheck Protection Program or otherwise pursuant to applicable law.

(e) The obligation of TSF to effect the Combination shall be subject to the satisfaction (or waiver by TSF) of the following condition: That the representations and warranties of IREC set forth in this Agreement shall be true and correct in all material respects (without respect to any materiality qualifier set forth therein).

(f) The obligation of IREC to effect the Combination shall be subject to the satisfaction (or waiver by IREC) of the following condition:

(i) That the representations and warranties of TSF set forth in this Agreement shall be true and correct in all material respects (without respect to any materiality qualifier set forth therein):

(ii) As of the Closing Date, TSF shall have no material liabilities then outstanding; *provided, however*, that IREC will be deemed to have waived this term without the requirement of further action by the Parties if such TSF material liabilities are no greater than the Net Liability Threshold:

(iii) Thirty (30) days prior to the expected Closing Date, TSF shall have delivered statements setting forth its reasonably estimated financial position as of the Financial Reference Date (the "**TSF Closing Financials**") that shall reflect that the total amount of Net Closing Liabilities does not exceed the total amount of Net Closing Assets by an amount greater than the Net Liability Threshold.

a. "**Net Liability Threshold**" means an amount of Designated Liabilities, calculated as of 30 days prior to the expected Closing Date (the "**Financial Reference Date**"), equal to the sum of (A) the total liability of TSF arising in connection with the Paycheck Protection Program, if any, (B) the Services Fee (as defined in the Support Services Agreement) if then paid, and (C) Fifty Thousand Dollars (\$50,000) (such sum, "the **Net Liability Threshold**").

b. "**Net Closing Assets**" means an amount equal to the sum of (A) unrestricted net assets (including outstanding grants, cash (in accordance with GAAP), and (B) accounts receivable to the extent such accounts receivable are current assets (in accordance with GAAP) of TSF.

c. "**Net Closing Liabilities**" shall be an amount equal to the sum of all Designated Liabilities, if any, as of Financial Reference Date *plus* the total of each of the following (without double counting):

i. True-up of costs, including fringe and indirect costs, required for any existing grants (calculated as of the time of Closing); and

ii. Bookkeeping and independent audit services to prepare final financial statements for audit, and Final Financial Audit and Tax Return.

9. **Term and Termination.** This Agreement shall commence and be effective on and as of the Effective Date. This Agreement may be terminated at any time prior to the Closing Date as follows:

(a) By written notice of termination from one Party to the other Party, on the basis of a material breach of this Agreement by the other Party that is not cured within thirty (30) days of delivery of such notice, which termination shall be effected by notice of the terminating party to the other.

(b) By either Party, provided that such terminating Party is not then in breach of this Agreement, if the Closing has not occurred as of the date that is the first anniversary of the date of this Agreement.

(c) In the event of termination:

(i) This Agreement will be null and void;

(ii) Neither Party will assert any claim or cause of action against the other Party on any basis whatsoever related in any way to this Agreement;

(iii) Notwithstanding any prior understandings or agreements to the contrary, each Party will be responsible for its own expenses incurred in connection with this Agreement;

(iv) In the event that IREC acquires an ownership interest in or other rights or interests with respect to the assets from the Solar System Donation, IREC shall promptly assign all such rights and interests in and relating to, (including the right to receive donations or contributions) with respect to, the Solar System Donation to TSF (including the repayment of any Net Solar Donation Proceeds (as hereinafter defined) received by IREC, if applicable, in connection therewith prior the effective date of termination) as if such rights and interests were initially acquired by TSF and further covenants and agrees that it shall take no actions inconsistent with the foregoing; and

(v) Each Party will use its best efforts to avoid any statements by officers, directors, employees, agents, or others that might reasonably be expected to be attributed to the Party, where those statements disparage the other Party or its representatives.

The undertakings in this provision on termination for breach or non-approval will survive the termination of this Agreement. For purposes of this Agreement, the term "**Net Solar Donation Proceeds**" refers to the total aggregate amount of cash proceeds received by IREC in connection with the Solar System Donation *less* any reasonable expense incurred by IREC in connection with the transfer, ownership, compliance with or maintenance of the Solar System Donation.

10. Notices; Third-Party Contractual Consents. Other than with respect to the Novation (which shall be governed by Section 6(i)), the Parties will provide all other necessary or appropriate notices to their respective insurers, other parties to contracts, or government officials regarding the transaction described in this Agreement and will otherwise use all commercially reasonable efforts to obtain any necessary contractual consents of third parties with respect to Transferred Contracts.

All notices to the Parties will be in writing and will be considered given if delivered personally, by courier or mailed by prepaid registered or certified mail (return receipt requested) or by express mail, overnight delivery or facsimile transmission (followed by hard copy) addressed:

(a) If to IREC, to:

Larry Sherwood, President and CEO
Interstate Renewable Energy Council (IREC)
P.O. Box 1156
Latham, New York 12110-1156
Email: larry@irecusa.org

(b) If to TSF, to:

President and Executive Director
The Solar Foundation
1110 Vermont Ave. NW, Suite 930
Washington, DC 20005
Email: aluecke@solarfound.org

With a copy (which shall not constitute notice hereunder) to:

Tom Starrs
Member of the Board of Directors
Tom.starrs@edpr.com

and

Jane Rueger, Esq.
Perkins Coie, LLP
700 Thirteenth Str. NW
Washington, DC 20005
Email: jrueger@perkinscoie.com

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EDPR

11. Attachment. The Attachments to this Agreement are integral to its terms and conditions; and are made a part of this Agreement. If any provision or feature of any document related to the Combination is inconsistent with, in conflict with, or different from a term or condition of this Agreement or its Attachments, the term or condition of this Agreement or its Attachments will prevail in that order.

12. Other.

(a) **Breaches Arising Under the Support Services Agreement.** In no event shall any explicit act or purposeful omission within the control of IREC, including under the Support Services Agreement, be deemed to constitute or give rise to a breach of a representation, warranty, covenant or other obligation of TSF under this Agreement or the failure of a condition to closing of IREC thereunder.

(b) **Modifications.** This Agreement reflects the entire understandings, commitments, rights, and obligations of the Parties with respect to the subject matter of the Agreement. Subject to applicable law, at any time prior to the Closing Date, the Parties may: (i)

amend this Agreement, (ii) extend the time for the performance of any of the obligations or other acts of any Party, (iii) waive any inaccuracies in the representations and warranties, or (iv) waive compliance with any terms or conditions of this Agreement. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties. Any agreement on the part of a Party to any extension or waiver will be valid only if signed on behalf of that Party, but any waiver or failure to insist on strict compliance with any term of this Agreement will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

(c) **Governing Law.** This Agreement is to be interpreted under the laws of the District of Columbia regardless of any provision of such laws that would direct the Agreement to be interpreted by the laws of another jurisdiction.

(d) **Severability.** If any provision of this Agreement is invalid, illegal, or incapable of being enforced, all other provisions of this Agreement will nevertheless remain in full force and effect.

(e) **Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and not for the benefit of any third party.

(f) **Arbitration.** Any dispute arising under, or related in any way to, this Agreement which cannot be resolved between the Parties will be subject to binding arbitration in which IREC and TSF will each appoint one nominator and those two nominators will select an impartial arbitrator, who will be instructed to resolve the dispute in the fastest, most efficient, most confidential way possible, with no discovery or the most minimal discovery, with the arbitrator establishing all procedures and assessing costs (excluding the award of attorneys' fees), and with the arbitrator's award to be final and not subject to appeal to any private or governmental body; the arbitrator will have specific authority to make any award, whether injunctive or monetary and regardless of the area or principles of law invoked, which in the arbitrator's sole discretion is consistent with this Agreement including any attachments.

(g) **Interpretive Matters.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. Except as otherwise expressly provided in this Agreement or as the context otherwise requires, the following rules of interpretation apply to this Agreement: (i) the singular includes the plural and the plural includes the singular; (ii) "or" and "any" are not exclusive and the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation"; (iii) a reference to any contract or agreement of any kind includes permitted supplements and amendments; (iv) a reference to a law includes any amendment or modification to such Law; (v) a reference to a person includes its successors, heirs and permitted assigns; (vi) a reference to one gender shall include any other gender; (vii) the words "will" and "shall" are used interchangeable, and each is intended to connote a command and obligation to perform or take the contemplated action; and (viii) a reference in this Agreement to a Paragraph, Section or Attachment is to the referenced Paragraph, Section or Attachment of this Agreement. The Parties hereto agree that they have been represented by counsel during the negotiation, drafting, preparation and execution of this Agreement and, therefore, waive the application of any law or rule of construction providing that

ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(h) **Entire Agreement.** This Agreement, together with its Attachments expressly contemplated hereby and attached hereto and the other agreements, certificates and documents delivered in connection herewith or otherwise in connection with the transactions contemplated hereby and thereby, including the Support Services Agreement, contains the entire agreement among the parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements or understandings among the parties with respect to the subject matter hereof, including that certain Letter of Intent, executed on or about March 16, 2020, by and between the Parties.

(i) **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

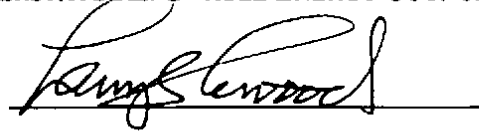
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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

INTERSTATE RENEWABLE ENERGY COUNCIL, INC.

By:



Name: LARRY SHERWOOD

Title: PRESIDENT & CEO

THE SOLAR FOUNDATION, INC.

By: _____

Name: _____

Title: _____

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

INTERSTATE RENEWABLE ENERGY COUNCIL, INC.

By: _____

Name: _____

Title: _____

THE SOLAR FOUNDATION, INC.

By: _____

Name: Mary Powell

Title: Chair of the Board of Directors

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DISCLOSURE SCHEDULES

Schedule 4(f)

As to TSF: None.

As to IREC: None.

Schedule 4(g)

As to TSF: None.

As to IREC: None.

Schedule 4(i)

As to TSF: None.

As to IREC: None.

Schedule 4(j)

As to TSF: None.

As to IREC: None.

Schedule 4(l)

As to TSF: None.

As to IREC: None.

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Attachment A
Granting Agencies

1. U.S. Department of Energy (Cooperative Agreements numbered DE-EE0007155 and DE-EE0008577)
2. U.S. Department of Commerce, Economic Development Administration (Project Number 01-79-14864)
 - a. TSF is a co-applicant with Pathstone on this grant so also need to novate the agreement with Pathstone
3. Energy Foundation (if not closed by the Closing Date)
4. Center for Disaster Philanthropy (if not closed by the Closing Date)

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Attachment B
Covered TSF Employees

1. Toyah Barigye
2. Danny Falk
3. Ed Gilliland
4. David Golombeski
5. Megan Howes
6. Loraima Jamillo
7. Richard Lawrence
8. Avery Palmer
9. Theresa Perry
10. Carlos Velasquez

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ADDENDUM TO
NOVEMBER 6, 2020
COMBINATION AGREEMENT
by and between
THE SOLAR FOUNDATION, INC.
and
INTERSTATE RENEWABLE ENERGY COUNCIL, INC.

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ADDENDUM TO COMBINATION AGREEMENT

THIS ADDENDUM (the "*Addendum*") is made and entered into as of March 30, 2021, with respect to that certain Combination Agreement ("*Combination Agreement*") entered into on November 6, 2020 (the "*Effective Date*") between the Interstate Renewable Energy Council, Inc., a nonprofit corporation incorporated in the State of Florida ("*IREC*"), and exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code ("*IRC*"); and the Solar Foundation, Inc., a nonprofit corporation incorporated in the District of Columbia ("*TSF*"), and exempt from federal income tax under IRC Section 501(c)(3). IREC and TSF are each referred to as a "*Party*" and together as the "*Parties*" in this Addendum. Capitalized terms not otherwise defined herein shall have the definitions set forth in the Combination Agreement.

WHEREAS, Section 6(j) of the Combination Agreement requires TSF to use commercially reasonable efforts to request the approval of Granting Agencies as may be required to effect a Novation, at the Closing, of all grants issued to TSF by such Granting Agencies;

WHEREAS, in pursuing such approvals, TSF has learned that the U.S. Department of Energy ("*DOE*") strongly desires to novate TSF's DOE grants (the "*DOE Grants*") by July 1, 2021;

WHEREAS, TSF does not expect to receive certain funds owed to it under the DOE Grants for work TSF completes through June 30, 2021 until after novation of the DOE Grants to IREC is completed, and under DOE rules, TSF must remain in existence as a separate entity until such time as these funds are received by TSF;

WHEREAS, the Parties seek to amend and modify certain provisions of the Combination Agreement as set forth herein, in order to clarify that the timing of the novation of the DOE Grants to IREC and the employment by IREC of certain Covered TSF Employees may occur in advance of the Closing Date;

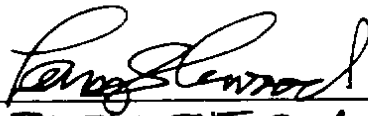
NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. **Novation of Grants.** The Novation of the DOE Grants and employment by IREC of the Covered TSF Employees may occur on a date that precedes the Closing. The date that the novation of the DOE Grants is completed shall be known as the "*Interim Novation Date*".
2. **Satisfaction or Waiver of Closing Conditions.** All closing conditions set forth in Section 8 of the Combination Agreement shall be deemed satisfied or waived by both Parties as of the Interim Novation Date.
3. **Closing.** The Closing shall occur upon the date that all the following have been completed:
 - a. The receipt by TSF of all funds under the DOE Grants due to TSF for work completed through June 30, 2021; and

- b. The completion of any other tasks, and receipt or payment of any other funds, that TSF reasonably deems necessary to complete, receive or pay prior to Closing.
4. **Entire Agreement.** The Combination Agreement, as modified hereby, supersedes all prior and contemporaneous agreements and understandings between the parties hereto, oral or written, and may not be modified or terminated orally. No modification, termination or attempted waiver shall be valid unless in writing, signed by the party against whom such modification, termination or waiver is sought to be enforced.
5. **Counterparts.** This Addendum may be executed in counterparts, all of which taken together shall be deemed one original.
6. **Effect of Addendum.** Except as otherwise provided herein, the terms and conditions of the Combination Agreement shall remain unchanged and are hereby republished in their entirety subject to the modifications set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date first written above.

INTERSTATE RENEWABLE ENERGY COUNCIL, INC.

By: 
Title: PRESIDENT and CEO

THE SOLA FOUNDATION, INC.

By: _____
Title: _____

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STAFF COUNCIL

b. The completion of any other tasks, and receipt or payment of any other funds, that TSP reasonably deems necessary to complete, receive or pay prior to Closing.

4. Entire Agreement. The Combination Agreement, as modified hereby, supercedes all prior and contemporaneous agreements and understandings between the parties hereto, oral or written, and may not be modified or terminated orally. No modification, termination or attempted waiver shall be valid unless in writing, signed by the party against whom such modification, termination or waiver is sought to be enforced.
5. Counterparts. This Addendum may be executed in counterparts, all of which taken together shall be deemed one original.
6. Effect of Addendum. Except as otherwise provided herein, the terms and conditions of the Combination Agreement shall remain unchanged and are hereby republished in their entirety subject to the modifications set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date first written above.

INTERSTATE RENEWABLE ENERGY COUNCIL, INC.

By: _____
Title: _____

THE SOLAR FOUNDATION, INC.

By: 
Title: Chair, The Solar Foundation

SECRETARY OF STATE
TALLAHASSEE, FL

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