



1. PURPOSE

The parties acknowledge that Superior Energy Solutions (Donor) and Elida Local Schools (Recipient) have entered into a separate contract regarding the installation of a solar power project at facilities owned or operated by the Recipient (the "Project"). This Agreement sets forth the terms regarding a charitable donation to be made by Donor to Recipient upon completion of the Project.

WHEREAS, the Board of Education has determined that implementation of an Energy Conservation Measure ("ECM Project") or Power Purchase Agreement is in the best interests of the District pursuant to applicable Ohio law;

WHEREAS, Superior Energy Solutions has been selected to perform work under a separately executed EPC Agreement between a third party following the District's procurement process;

WHEREAS, Superior Energy Solutions has a longstanding practice of supporting the communities in which it performs work through voluntary charitable contributions intended to enhance educational opportunities and community facilities;

WHEREAS, the parties desire to document the terms under which Superior Energy Solutions will make a voluntary charitable contribution to the District following successful completion of the ECM Project or Power Purchase Agreement project.

The parties acknowledge and agree that this Agreement is separate from any other project agreements between Elida Schools and Solaris governing the Energy Conservation Measure or Power Purchase Agreement. The charitable contribution described herein:

- (a) is voluntary;
- (b) is not part of any compensation payable under the Power Purchase Agreement;
- (c) was not required or requested by the District as part of the procurement;
- (d) was not evaluated as part of the selection process;
- (e) shall not modify the scope of work, pricing, or contractual obligations under the Power Purchase Agreement.

2. DONATION TERMS

Donor agrees to make a one-time charitable donation to the Recipient in the amount of Two Hundred Thousand Dollars (\$200,000.00) (the "Donation"), subject to the following conditions:

- a. **Completion of Project:** The Project must be formally completed and accepted by the Recipient in accordance with the terms of the primary solar installation contract.



b. **Final Payment:** The Donor must have received the full and final payment for the Project.

3. PAYMENT

Upon satisfaction of the conditions set forth in Section 2, the Donor shall issue payment to the Recipient within thirty (30) days. The payment shall be made via wire transfer or check as directed by the Recipient.

4. USE OF FUNDS

The Recipient agrees allocate the donated funds toward improvements to District recreational facilities, including possible track resurfacing, or such other educational or capital purposes as may be authorized by the Board in accordance with Ohio law.

5. GOVERNING LAW

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

6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The parties intend this Agreement to comply with all applicable provisions of the Ohio Revised Code, the Ohio Ethics Law, and all other laws governing public school contracting and acceptance of charitable gifts. Nothing contained herein shall be construed as providing consideration for the award of the Project Agreement or as limiting the District's discretion in any future procurement

6. SIGNATURES

Superior Energy Solutions

Signature: _____
Name: _____
Title: _____
Date: _____

Elida Local Schools

Signature: _____
Name: _____
Title: _____
Date: _____

