

SOLARTRICITY PRODUCER POWER PURCHASE AGREEMENT

This Solartricity Producer Power Purchase Agreement ("Agreement" or "SPPPA") is made and entered into to be effective the ___ day of _____, 20___ (the "Effective Date") by City Public Service of San Antonio ("CPS Energy" or "Buyer"), and _____ ("Seller"), a generator of distributed generation, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties".

1. SECTION 1 – OVERVIEW AND ADMINISTRATION.

- 1.1 Agreement Overview. This SPPPA is a contract by Buyer to purchase all of the solar generated electrical power, up to the maximum capacity stated in the IA, and associated Environmental Attributes generated by Seller at a rate of \$0.27/kWh for a period of up to twenty (20) years from the approved solar installation owned and operated by Buyer (the "Facility"), as reflected in the Exhibit A - Solartricity Producer Application made a part of the Agreement. The Facility shall be connected directly into the CPS Energy distribution system ("System") in accordance with the Interconnection Agreement between the parties (the "IA"), which is incorporated herein and made a part of this Agreement, and the generation measured through a CPS Energy-owned meter (the "Production Meter"). If the Facility or ancillary equipment require a supply of electrical power separate from the Production Meter point of connection, the Seller must obtain a separate metered connection for retail power delivery through CPS Energy. Any energy supplied by Buyer and purchased by Seller shall be under a separate Application and Agreement for Electric Service and such energy shall be supplied in accordance with the terms of Buyer's Rules and Regulations ("Rules and Regulations") and applicable Rates. The term of this SPPPA shall be twenty (20) years unless terminated sooner by either party in accordance with Section 7.
- 1.2 Requirements and Specifications. This SPPPA and the associated solar installation ("Customer Facility") shall be installed, managed and operated in accordance with local electrical codes, the published National Electric Code, this SPPPA, the Solartricity Producer Application and Process, Solartricity Producer Program Guidelines and the IA.
- 1.3 Administration. The Solartricity Producer Program shall be managed by the Solartricity Producer Program Manager. This shall be the initial point of contact for all inquiries related to this Program and may be contacted at the address specified in Section 9 - Notice provision. This SPPPA shall apply only to a Facility which is installed under the 2010 Program for the express purpose of delivering 100% of the solar energy output to Buyer under the Solartricity Producer Program.

2. SECTION 2 – DEFINITIONS.

- 2.1 "Environmental Attributes" means any credits, credit certificates or similar items such as those for greenhouse gas reduction, or the generation of green power or

renewable energy, as well as any capacity credits, renewable energy credits (RECs), tradable generation rights (TGRs), pollution/emission credits or other associated benefits, reductions, offsets, allowances, certificates, green tags or other similar items such as those for alternative energy, carbon reduction or renewable portfolio standards created by governmental authority or that now or in the future otherwise become tradable under federal or state law or regulation, specifically including international commitments entered into by the Federal government in each case created and defined by a governmental entity, PUCT, ERCOT and/or its specified replacement for such purposes, related to the Seller's energy and generated by or associated with the Project or the electrical energy produced thereby, but specifically excluding (i) any and all state tax credits and Federal Solar Investment Tax Credits, and any other tax credits or benefits which are or will be generated by the Project, or (ii) any credits otherwise qualifying under this definition which are not transferable by Seller to Buyer which would require Seller to incur material transaction costs in order to transfer.

- 2.2 "Facility" or "Facilities" or "Project" means Seller's solar electric generating equipment which produces solar energy subject to this SPPPA, each of which delivers such electricity to the Buyer at a single Point of Interconnection. Each Facility will include equipment or other tangible assets necessary for the operation and maintenance of the Facility, including but not limited to, solar modules, mounting systems, wiring harnesses, conduits, inverters, transformers, breakers, lightning protection, and grounding apparatus, together with any easements or leases the Seller needs for the construction operation and maintenance of the Facility and the delivery of Solar Energy to the Point of Interconnection. Any Facility covered by this SPPPA will be owned by Seller and will be operated and maintained by Seller at the Seller's sole cost and expense, for Seller's benefit as legal and beneficial owner of the Facility.
- 2.3 "Interconnection Agreement" or "IA". The agreement between the Buyer and Seller setting forth the terms and conditions under which the Seller's Facilities are Interconnected with the CPS Energy System.
- 2.4 "Point of Interconnection" means all the facilities required to be installed for the purpose of interconnecting the Project at the Point of Interconnection, including, but not limited to, all transformers and associated equipment, relay, switching, metering, Supervisory Control and Data Acquisition (SCADA) communications, and safety equipment.
- 2.5 "Production Meter" means the meter that is read on a monthly basis by the Buyer and which serves as the basis for calculating payment owed by Buyer for the energy produced from the Facility.
- 2.6 "Project Capacity" means the total nameplate capacity of the Project, in kw.
- 2.7 "PUCT" means Public Utility Commission of Texas.
- 2.8 "Renewable Energy Credits" or "RECS" means a tradable instrument that represents all of the environmental attributes associated with one (1) MWh of energy production from a certified renewable generator as defined in the Texas Administrative Code Title 16, Section 25.173(c) (12) and the ERCOT Protocols

Section 14.3.2 and does not include the electric energy associated with such RECs.

- 2.9 “Solar Energy” means the energy produced by the facility from the conversion of sunlight to electricity. The devices that perform this conversion produce direct current (DC) voltage which then must be transformed to alternating current (AC) synchronized to the Buyer’s frequency and voltage at the Point of Interconnection. Revenue metering and payment is based on AC kilowatt – hours. System capacity is specified in AC watts at the Production Meter.

3. SECTION 3 – INSTALLATION.

- 3.1 Installation and Commercial Operation. Seller or its contractor shall design and install the Facility to the Point of Interconnection as reflected in and in accordance with the IA. Seller will own, operate, maintain and be responsible for the Facility and pay all costs of installing the Interconnection Facilities as required under the terms of the IA. The Seller shall work to meet the following general schedule:

- Payment of system upgrade costs	At contract execution
- Financing obtained	+ 40 days
- Order facility equipment	+ 60 days
- Commercial operation	+ 270 days

such that the Commercial Operation Date of the Facility is achieved no later than nine (9) months following execution of this SPPPA. Seller shall notify Buyer in writing no less than five (5) Business Days prior to the anticipated Commercial Operation Date when the Commercial Operation Date will be achieved and to schedule an inspection of the facility by Buyer in accordance with the IA. Nothing herein shall limit Seller’s right or ability to declare the Commercial Operation Date prior to the Scheduled COD if all requirements of the IA thereof are satisfied prior to the Scheduled COD and Buyer has affirmed achievement in accordance with the IA. Notwithstanding the foregoing, in the event that Seller fails to meet the following COD milestone within nine (9) months following execution of this SPPPA, Buyer and Seller shall have the right to terminate this SPPPA with no liability to either party.

- 3.2 Inspection. Buyer will send a representative to the Project site to inspect the Facility and to determine if the Facility complies with IA requirements and that all metering, telemetry, communications equipment, etc., associated with the Point of Interconnection is properly functioning and receiving and transmitting accurate information prior to energizing of the Facility. Seller shall not commence operation of the Facility until written approval has been provided to it by Buyer in accordance with the IA.

- 3.3 Interconnection Requirements. Notwithstanding any other provision of this SPPPA, Buyer shall have no obligation to purchase solar energy from any Facility until and unless Seller is in compliance with the requirements contained in the IA. If any conflict arises between any portion of this SPPPA and the requirements of the IA, the IA shall take precedence. Disconnection of the Facility from the Buyer’s System for any contractual, operational or safety

reason, shall not obligate the Buyer to replace any revenues thus lost by the Seller.

- 3.4 Codes and Standards. The Facility shall be in complete conformance with all federal, state and local laws, regulations and codes applicable to solar installations. These may include electrical, structural, environmental and safety related requirements. It is the Seller's sole responsibility to ensure conformance with all applicable requirements.
- 3.5 Metering. Buyer shall provide and install the specified Production meter and Revenue meter, if required by the Seller, at Seller's sole cost and expense in accordance with the IA. Any request by Seller to test the metering accuracy shall be conducted at Seller's cost pursuant to Buyer's prevailing rates, practices and policies for testing retail revenue meters.
- 3.6 Location. The Facility must be installed within the CPS Energy service territory and connected into the System. The Facility must be roof mounted on a building or associated structure or parking garage. Up to 10% of the Project may consist of ground mounted equipment.

4. SECTION 4 – FACILITY OPERATION AND RISK OF LOSS.

- 4.1 Facility Operation. Seller shall provide staff to control and operate the Facility in a manner consistent at all times with the requirements in the IA. Personnel employed by the Seller capable of starting, operating and stopping the Facility shall be reachable by telephone, pager or similar wireless communication device at all times.
- 4.2 Facility Maintenance. The Facility must be maintained to remain in conformance with this SPPPA, the requirements of the IA, and any applicable local, state or federal codes.
- 4.3 Facility and Data Access. CPS Energy shall be given reasonable access to Facility and associated equipment for data collection, audit or performance testing of Facility, as well as, for investigation of CPS Energy System issues and verification of conformance to the IA requirements. Buyer shall be given access to install weather or other data recording equipment at Buyer's expense.
- 4.4 Outages and Disconnection. Buyer's operation and maintenance of the System and Interconnection Facilities shall be excused for the duration of any planned or unplanned outage which materially prevents or impairs Buyer's ability to operate and control the provision of energy through the Point of Interconnection. Buyer shall resume operation and maintenance as soon as commercially possible after the outage. Each Party shall install, operate and maintain all apparatus and necessary protective devices on the Party's respective side of the Point of Interconnection which are reasonably necessary to comply with good operating practices and applicable ERCOT Guides, at its own cost and expense. Buyer and Seller shall each be responsible for the safe installation, maintenance, repair and condition of their respective facilities and appurtenances on the Party's respective side of the Point of Interconnection. Buyer shall also have the right to suspend its acceptance of energy from the Facility by disconnecting at the Point

of Interconnection in cases (i) where continuance of the Interconnection to Seller will, in Buyer's reasonable determination, endanger persons or property of Buyer or if there is evidence that the Facility's or Interconnection Facilities' operation causes disruption or deterioration of service to other customers of Buyer or to the System or (ii) where Buyer reasonably determines that Seller is failing to meet its obligations under the IA. During any outage of any portion of the System, Buyer shall have the right to suspend the Interconnection to effect immediate repairs on the System without liability to Seller.

- 4.5 Risk of Loss. As between Buyer and Seller, Seller shall be deemed to be in exclusive control of, and responsible for, any damage or loss of energy prior to delivery at the Point of Interconnection and Buyer shall be deemed to be in exclusive control of, and responsible for, any damages or loss of energy delivered hereunder at, and on, Buyer's side of the Point of Interconnection. Seller warrants that it will deliver energy from the Facility free and clear of all liens, claims and encumbrances arising prior to the time delivered to the Point of Interconnection. Title to and risk of loss of all energy shall transfer from Seller to Buyer upon delivery of such energy to Buyer at the Point of Interconnection. Title and risk of loss related to Environmental Attributes including RECs shall pass and transfer to Seller upon the transfer of such Environmental Attributes from Seller to Buyer in accordance with the ERCOT Protocols.

5. SECTION 5 – SALE AND PURCHASE OF SOLAR ENERGY.

- 5.1 Sale and Purchase Obligation. During the Term and subject to the provisions of this SPPPA, Seller shall sell and deliver or cause to be delivered, and Buyer shall purchase and receive or cause to be received, one hundred percent (100%) of the Solar Energy and Environmental Attributes generated by the Facility commencing on the date of energizing of the Facility and continuing through the end of the Term of this SPPPA. Buyer shall purchase, at the fixed price of **\$0.27** per kilowatt hour, all energy generated by the Facility including all Environmental Attributes, renewable energy credits ("RECs") and any other environmental credits associated with the electricity generated by the Facility for the term of the SPPPA. Further, any benefit based on the capacity of a generating facility such as the Facility that may be in effect in ERCOT from time to time shall exclusively and solely accrue to and be owned by Buyer. Buyer shall make payment to Seller for the energy in accordance with the terms of this SPPPA.
- 5.2 Solar Fuel Exclusivity. No energy from a fuel source other than solar shall be generated, distributed or transmitted from this Facility.
- 5.3 Applicable Production. Payment for production at the Solartricity Producer Program rate will be limited to the specified Facility maximum monthly production specified in the IA.
- 5.4 Taxes and Fees. Seller shall have sole responsibility for paying any taxes or fees applicable to the installation or operation of the Facility or from the sale of energy to the Buyer.
- 5.5 Output Quantities. Buyer shall purchase and receive or cause to be received, one hundred percent (100%) of the Solar Energy output of the Facility at the

Point of Interconnection as may occur in good faith up to the maximum monthly production specified in the IA,. Likewise, Buyer's requirements to receive all of the Solar Energy shall be subject to normal and customary distribution outages existing on the circuit and consistent with maintenance of the System circuit to serve all electricity demand customers according to historic system reliability.

6. SECTION 6 – BILLING/ PAYMENT/ MAKE READY COSTS.

- 6.1 Payment. Seller will receive a monthly record of meter data indicating the energy production recorded at the Production Meter from the Facility for the payment period. Payment will be made on a monthly basis net thirty days and will be based on the data received from the Production Meter. The Buyer's payment obligations shall not exceed the maximum monthly production value specified in the IA. The Production Meter data shall be considered conclusive; however Buyer, at its own expense, may individually meter the Facility's production and provide its evidence in the event of a payment dispute. Payment shall not be made to multiple entities.
- 6.2 Records and Invoices. Should Seller own more than one Facility, each Facility shall be treated as a unique account in the Buyer's accounting system which shall record the amount of Solar Energy delivered by the Seller from each Facility.
- 6.3 Billing Disputes. Seller may dispute payment amounts by submitting the dispute to the Dispute Resolution process outlined in Section 10.

7. SECTION 7 – TERM OF AGREEMENT, TERMINATION AND DEFAULT.

- 7.1 Term of Agreement. The term of this SPPPA shall be as designated in Section 1.1. but shall not exceed twenty (20) years from the date of execution of the SPPPA.
- 7.2 Termination by Seller. Seller may terminate this SPPPA at any time and is under no obligation to produce Solar Energy or participate in the Solartricity Producer program. In the event Seller chooses to terminate the SPPPA, the Seller will be required to execute a new interconnect agreement to connect into the System and interconnect the Facility in a manner that meets the requirements at that time. Any new interconnect agreement would be at the prevailing rates and the Seller will not be able to re-enter into this SPPPA once terminated.
- 7.3 Termination by Buyer. Buyer may terminate this SPPPA only under actions of Default by the Seller, provided, Buyer gives Seller thirty (30) days' written notice and an opportunity to cure within that thirty (30) day period. Any termination of this Agreement shall result in an automatic termination of the SPPPA without notice. .The following will result in the Seller being considered in Default:
 - 7.3.1 Failure by Seller to generate energy from the Facility and deliver such energy to the System by the Scheduled COD specified in Section 3.1.
 - 7.3.2 Failure of the Facility to stay in compliance with the IA requirements.

- 7.3.3 Any representation made by Seller in this SPPPA which proves to be false or misleading in any material respect or Seller's failure to meet the requirements of this SPPPA.
- 7.3.4 Failure to insure the Facility as required in the IA.
- 7.3.5 Seller participation in any form of current diversion, theft of electricity or meter tampering.
- 7.3.6 Failure to remedy any condition resulting in disconnection.
- 7.3.7 Any change in the Facility's solar installation rating, physical location or Point of Interconnection.
- 7.4 Execution of Termination. In the event of Default on the part of the Seller, Buyer will inform Seller and Seller's Financing Entity specified in the Notice provisions of the event of Default in writing.
- 7.5 Right to Lock Out. Upon termination of this SPPPA for any reason, Buyer may padlock the manual disconnect switch in the open (disconnected) position and may modify or remove any Buyer installed equipment from the System.
- 7.6 Option To Purchase. Seller hereby grants to Buyer the option to purchase the Seller's Facility and all ancillary equipment and improvements comprising the Project ("Ownership Option") upon the termination or expiration of the Term of the SPPPA. If Buyer exercises its option to purchase under the Option Contract, it shall do so in writing with a purchase offer stating the estimated value of the Project within 120 days prior to expiration of the Term.

8. SECTION 8 – DATA ACQUISITION/CONFIDENTIALITY/RIGHT TO AUDIT.

- 8.1 Data Acquisition. As additional consideration for the purchase of energy by Buyer under this SPPPA, Buyer shall be entitled to obtain Project information and data, upon request to Seller, that Buyer, in its sole discretion, believes to be appropriate and necessary to study the feasibility and results of the Project and to determine compliance with the terms of this SPPPA ("Project Documentation"). The Buyer shall have no duty to license or purchase any of the Project Documentation or to state the reasons for any determinations which it may make as to the suitability of the information or Project or its decision either to purchase or refrain from purchasing the Project in accordance with Section 7.6.
- 8.2 Right to Audit. Each Party, through its authorized representatives, shall have the right, at its sole expense and upon thirty (30) Days written notice, during normal business hours, to examine and copy the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made hereunder or to verify the other Party's performance of its obligations hereunder. Upon request, each Party shall provide to the other Party statements evidencing the quantities of energy delivered at the Point of Interconnection. If any statement is found to be inaccurate, a corrected statement shall be issued and any amount due there under will be promptly paid. The foregoing notwithstanding no adjustment shall be made with respect to any

statement or payment hereunder unless a Party questions the accuracy of such payment or statement within twenty-four (24) Months after the date of such statement or payment. Audit rights under this SPPPA shall be subject to the auditing Party's obligations of confidentiality to third parties.

8.3 Confidentiality. The Parties' technical information, proposals, drawings and other Project specific documentation created prior to the Effective Date concerning this SPPPA, the terms of this SPPPA, the actual charges paid by Buyer under this SPPPA, the operation, maintenance and technical support, know-how and processes applicable to Seller's Facility, as well as information regarding generation output, interconnection and non-technical aspects such as the permits and building access agreements of the Project (collectively "Project Information"), and any such Project Information provided to Buyer shall be deemed to be "Confidential Information". Seller and Buyer each agree to hold such Confidential Information confidential except to the extent permitted to be disclosed under Section 8.4. Such Confidential Information may only be used by the Parties for purposes related to the approval, administration or enforcement of this SPPPA and for no other purpose. Confidential Information shall not include general descriptive information about the Project such as its total nameplate capacity, the name of the solar equipment manufacturer and the model name of the solar units, the location and geographical description of the Project and the projected size of Seller's development in and around the Project, identifying Buyer as the purchaser of the energy. Except as otherwise expressly provided herein, neither Party shall, unless authorized in writing by the other Party to do so, allow access, distribute or disclose any of the Confidential Information, or any facts related thereto to any Person (other than those otherwise authorized pursuant to this Section).

8.4 Disclosure. Notwithstanding anything to the contrary in this Section 8, Confidential Information may be disclosed: (a) by Seller to any Project lender, institutional investor or potential purchaser of Seller or of all or substantially all assets of Seller; or (b) by either Party to any other entity expressing an interest in providing equity or debt financing or refinancing and/or credit support to such Party (and to any agent of or consultant to such entity), and the agent or trustee of any of the foregoing so long as the Person to whom Confidential Information is disclosed agrees in writing to be bound by the confidentiality provisions of this Article 10 to the same extent as if it were a Party.

9. SECTION 9 – MISCELLANEOUS PROVISIONS

9.1 Notices in Writing. Except as provided below, notices required by this SPPPA shall be addressed to the other Party at the addresses as noted below:

Seller:

For the purpose of making emergency or other communications relating to the operation of the Facility under the provisions of this SPPPA, the parties designate the following for said notification:

Seller:

Buyer:

Senior Vice President Energy Delivery

9.2 Dispute Resolution. The Parties agree to make a good faith effort to resolve any disputes arising between them under this SPPPA using the dispute resolution process outlined in Section 10 of the IA.

9.3 Limitation of Liability. In no event shall Buyer be liable for consequential, special, or incidental damages, including, without limitation, loss of profits, loss of revenue or disruption of business, or loss of production by or on behalf of Seller. Buyer assumes no liability for any costs or damages arising from the disruption of the business or for Seller's costs and expenses of prosecuting or defending an action or claim against the other. The limitations of liability provided in this paragraph do not apply in actionable cases of gross negligence or intentional wrongdoing on the part of Buyer.

9.4 Assignment. Buyer or Seller may assign the rights and obligations of this SPPPA to an affiliated entity, or to a successor entity of either party that is owned, directly or indirectly, by a company or entity that is in the direct chain of corporate ownership of such Party. Either Party may assign or pledge this SPPPA under the provisions of any mortgage, deed of trust, indenture or similar instrument which it has executed or may execute hereafter. Seller may assign this SPPPA to any purchaser of the Facility with the prior written consent of Buyer and upon such assignment shall be released from any liabilities or obligations that accrue after the date of approval by Buyer of such assignment.

Provided, however, that in all instances there shall be no divided or undivided ownership interest in this SPPPA or the Point of Interconnection (Buyer shall look to only one Seller at all times); any such assignment or mortgage shall not be for a period beyond the term of this SPPPA; and the assignee, transferee or lender shall be subject to all obligations, covenants and conditions applicable to this SPPPA, and further the contact information, billing information and insurance shall be updated to reflect the new Seller.

9.5 No Third Party Beneficiaries. This SPPPA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations assumed in this SPPPA are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

- 9.6 Waiver. The failure of a Party to this SPPPA to insist, on any occasion, upon strict performance of any provision of this SPPPA will not be considered to waive the obligations, rights, or duties imposed upon the Parties.
- 9.7 Amendment. This SPPPA may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. Seller agrees that any such change shall affect only that portion of this SPPPA specifically changed and all other portions shall remain in full force and effect.
- 9.8 Governing Law. This SPPPA was executed in the State of Texas and will in all respects be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Texas.
- 9.9 Public Announcements. Neither Party may issue or make any public announcement, press release or statement regarding this SPPPA or IA unless such public announcement, press release or statement is issued jointly by the Parties or, prior to the release of the public announcement, press release or statement, such Party furnishes the other Party with a copy of such announcement, press release or statement, and obtains the approval of the other Party, such approval not to be unreasonably withheld, conditioned or delayed; provided that, notwithstanding any failure to obtain such approval, no Party shall be prohibited from issuing or making any such public announcement, press release or statement if it is necessary to do so in order to comply with applicable laws, legal proceedings or rules and regulations of any stock exchange having jurisdiction over such Party or such announcement is limited to disclosing Buyer's and Seller's names, location and general description of the Project, capacity sold to Buyer, Scheduled Commercial Operation Date and the term of the SPPPA and IA.
- 9.10 Representations. Seller represents and acknowledges:
- (a)** It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, and is qualified to conduct its business in all jurisdictions necessary to perform its obligations hereunder;
- (b)** The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not conflict with or violate any of the terms or conditions in its governing documents or any agreement to which it is a Party, or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to such Party;
- (c)** This Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally, or by the exercise of judicial discretion in accordance with general principles of equity;
- (d)** There is no Bankruptcy proceeding pending or being contemplated by it, or to its knowledge threatened against it;

(e) To such Party's knowledge, there are no actions, proceedings, judgments, rulings or orders, issued by or pending before any court or other governmental body that would materially adversely affect its ability to perform this Agreement; and

(f) No consent, approval or authorization of, or registration, filing or declaration with, any federal or state governmental authority or other regulatory agency or any other Person, which has not been received, waived or satisfied as of the date hereof, is required for the valid execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or compliance with the terms and provisions hereof.

(g) It has not participated in nor received a rebate from Buyer under the Solar Rebate Program for the same Facility covered under this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives as of the Effective Date reflected herein.

SELLER

BUYER

By: _____

By _____

Title: _____

Title: _____

Date: _____

Date: _____