



LEGAL NAME AND ADDRESS

OF OWNER: \_\_\_\_\_

\_\_\_\_\_

## **Non-Binding Feasibility Assessment (NBFA) -POWER SUPPLY AGREEMENT**

This **Non-Binding Feasibility Assessment** (“**NBFA**”) sets forth the basis on which Agile Green, LLC, dba., HospitalWise or its designated affiliate (“**HW**”) and \_\_\_\_\_ (“**Owner**”) are willing to enter into negotiations to attempt to agree on the definitive form of **POWER SUPPLY AGREEMENT** and related agreements (“**PSA**”) for **HW** to supply all electrical power requirements of **Owner** at \_\_\_\_\_ (“**Location**”)(s).

Whereas, \_\_\_\_\_ (**Owner**) and **HW** are considering entering into a Renewable Energy Power Purchase with the following benefits to **Owner**: **HW**, under a 20 year **POWER SUPPLY AGREEMENT** will provide electrical power to the designated **Owner** facilities (**Location**) at a guaranteed cost that is 80% of the past 24 months average actual electrical power costs for an identical amount of electricity (Kwh) for those facilities. **HW** will further guarantee that such yearly costs will remain flat over the term of the agreement. This agreement requires no capital investment by the **Owner**, never places the **Owner** at risk of electrical power loss and places the financial risk of providing electrical power to the **Owner** solely on **HW**.

## **Non-Binding Feasibility Assessment Process Steps**

### **1 SYSTEMS AUDIT**

A) Systems Audit. Immediately upon execution of this **NON-BINDING FEASIBILITY ASSESSMENT** by all Parties (“**Execution**”), **HW** shall commence review and analysis of the electrical systems and all electrical power requirements at the **Location** (“**Systems Audit**”). To do this, **HW** will perform complete and formal due diligence necessary to ensure economic viability of systems of electrical power to be supplied by renewable energy production including at a minimum, electric bills and Load data.

B) No Cost to **Owner**. The initial economic concept will include partial or complete off-take (supplying of energy requirements) by the **Owner** through a **POWER SUPPLY AGREEMENT** for the **Location(s)**. The **POWER SUPPLY AGREEMENT** will provide that it will not require any capital investment from the **Owner**.

C) Required Due Diligence Materials - To accomplish a timely effort to deliver the **Systems Audit**, within 10 days from **Execution**, **Owner** shall provide:



**ALL BILLINGS AND PAYMENTS MADE OWNER FOR ELECTRICAL POWER AT THE LOCATION FOR THE PAST 24 CONSECUTIVE MONTHS OF ACTUAL ENERGY BILLS, WHETHER FROM THE ELECTRICAL GRID OR SELF-GENERATED AND ANY OTHER SUPPLEMENTAL DOCUMENTATION FROM UTILITY. OWNER WILL EXECUTE A VOLUNTARY AUTHORIZATION ALLOWING HW TO OBTAIN OWNER'S ENERGY CONSUMPTION INFORMATION DIRECTLY FROM THE APPLICABLE UTILITY.**

- a) All agreements or documents evidencing the current arrangements and/or terms for the supply of any and all types of electrical power currently used or to be used in the future at the Location.

**D) CONFIDENTIALITY: THE PARTIES AGREE THAT THIS NON-BINDING FEASIBILITY ASSESSMENT, AND ALL DISCUSSIONS AND NEGOTIATIONS BETWEEN THE PARTIES PURSUANT TO THIS NON-BINDING FEASIBILITY ASSESSMENT SHALL REMAIN CONFIDENTIAL. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS NON-BINDING FEASIBILITY ASSESSMENT UNTIL THE THIRD ANNIVERSARY OF SUCH TERMINATION**

## **2 GOOD FAITH NEGOTIAION OF POWER SUPPLY AGREEMENT**

**IF HW DETERMINES THAT A POWER SUPPLY AGREEMENT IS FEASIBLE AT THE LOCATION THE PARTIES AGREE TO WORK IN GOOD FAITH TO DILIGENTLY NEGOTIATE AND ENTER INTO A FORMAL POWER SUPPLY AGREEMENT FOR THE LOCATION AND OTHER RELATED DEFINITIVE DOCUMENTS AND AGREEMENTS IN ORDER TO CLOSE THE TRANSACTION.**

- a) Negotiation Period: This Non-Binding Feasibility Assessment shall remain in effect during the period (the "Negotiation Period") from the date this Letter is countersigned and delivered by Owner (as set forth below) until the earliest to occur of: (i) HW sending a notice declining to enter into a POWER SUPPLY AGREEMENT, (ii) the execution and delivery of the POWER SUPPLY AGREEMENT by the parties, (ii) the execution and delivery of an agreement by the parties to terminate this Non-Binding Feasibility Assessment, and (iv) the failure of the parties to agree on the terms of a POWER SUPPLY AGREEMENT by (insert outside date) suggest 90 days from the execution of NON-BINDING FEASIBILITY ASSESSMENT. If the parties do not enter into the POWER SUPPLY AGREEMENT prior to the expiration of the Negotiation Period, this Non-Binding Feasibility Assessment shall terminate automatically upon the expiration of the Negotiation Period, with no further action by the parties.
- b) Exclusivity. Owner agrees that during the Negotiation Period neither Owner, nor any of its affiliates or other related entities or persons or any person acting for or on behalf of any of the foregoing persons or entities, will directly or indirectly solicit, pursue, negotiate, work or consult, circumvent each other or attempt to do a POWER SUPPLY AGREEMENT, Solar Concession Agreement or any similar

agreement with any other person or entity with respect to supplying the Location Solar Photovoltaic electrical power, or electrical power generated by any other alternative power source.

### 3 EXECUTION OF DEFINITIVE POWER SUPPLY AGREEMENT.

**DURING THE NEGOTIATION PERIOD, THE PARTIES SHALL NEGOTIATE IN GOOD FAITH TO ATTEMPT TO AGREE ON AND ENTER INTO THE POWER SUPPLY AGREEMENT UPON THE TERMS AND CONDITIONS SET FORTH IN THIS NON-BINDING FEASIBILITY ASSESSMENT AND SUCH OTHER TERMS AND CONDITIONS, IF ANY, AS ARE AGREED TO BY THE PARTIES THAT ARE NOT INCONSISTENT WITH THIS NON-BINDING FEASIBILITY ASSESSMENT.**

**SINCERELY,**

AGILE GREEN LLC, dba., "HW"  
a Utah limited liability company

By: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGED, ACCEPTED AND AGREED BY:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_