

RA-ESG
SOLAR SOLUTIONS



MANAGEMENT AGREEMENT



Syndicated Ownership.

Keeping it simple...

£100 Solar Panel = Targeted Profit-Share of £2.00 per month with guaranteed minimum monthly returns.

How does it work?

In short, you purchase a solar panel and we send you a proportion of the monthly profit it generates for the next 32 years, or until you want us to refund you or deliver the panel to you.

Essentially, the process is similar to a Syndicated Power Purchase Agreement (“PPA”) whereupon we buy and sell the energy your Solar Panels generate.

*You can look up Power Purchase Agreements on the World Bank website HERE:

<https://ppp.worldbank.org/sector/energy/energy-power-agreements/power-purchase-agreements>

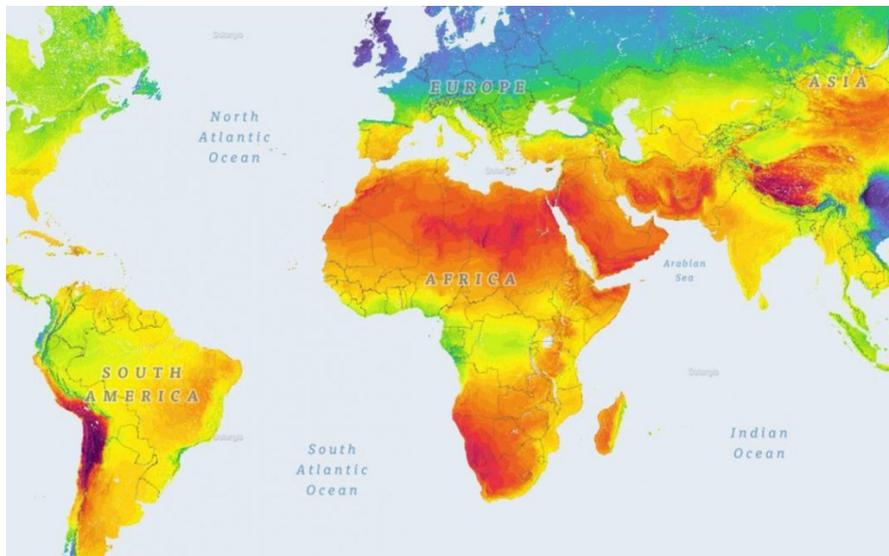
What makes them a safe investment?

RA-ESG only sells energy to government-owned utilities or large multinational companies with extremely healthy balance sheets. A 100MW solar farm is valued at ±\$150m (auditor’s valuation), and we normally hold 8-10 solar farms in various stages of development on our system at any one time. Just one 100MW farm produces ±\$20m of energy per annum.

Let’s look at why people consider purchasing solar panels in the first place.

The answer is an easy one.... To save money on energy bills (or hopefully completely eradicate them). But if that’s the case, why would you place them in the UK in December for example?

Here’s a global map of where solar works best. Take a guess at what blue means, and yes, dark blue is the worst!



Taking the UK as an example, the UK enjoys an average of 3.7 to 4.1 hours of sunshine per day, with peak sunshine hours sitting at around 2.5 hours per day. Is it worth investing tens of thousands in a system that only works 4 hours a day? What’s the return on investment?

To give you an idea of profit margins... Solar radiation is measured in Watts per Square Meter (W/m²).

- United Kingdom:
 - The average solar radiation for the UK: **100 W/m²** (although of course 800% less in December than July).
 - The average hours of sunshine per year: **± 1350**
- Let's just take Cape Town as an example (or almost anywhere in the high irradiation areas):
 - The average solar radiation for Cape Town: **220 W/m²**
 - The average hours of sunshine per year: **± 3,100 (well over double)**.

So where should you be putting your solar panels? Not in the dark blue, that's for sure!

And remember, it's not just the solar panel. You've got an entire system of inverters, batteries, cabling, and racking all sitting there doing next to nothing during the winter months in the UK and Europe.

If you are paying for solar panels to reduce your annual electricity bills, shouldn't you be aiming for the highest return on investment?

So how about this?

12% to 24% per annum Return on Investment ("ROI")

Invest as little or as much as you want in solar panels; you can buy any amount from 10 to 1,000.

RA-ESG will manage your solar panels for you by placing them in the most effective locations, with high irradiation and high energy tariffs. You don't need to buy inverters, racking, batteries, or cabling, and you do not need to pay for installation, everything is included in the cost of the solar panel.

Each solar panel will cost you £100.00

- We target a rate of return of £2.00 per month on each panel, which is paid on the 5th day of every month. That's a 24% p.a. ROI
- We contractually guarantee you a Minimum Energy Yield* of £1.00 each month. That's a guaranteed 12% p.a. ROI

**see definitions below in the Management Agreement.*

- In the event of Downtime*, we also guarantee you £1.00 per month. That's a guaranteed 12% p.a. ROI
**see definitions below in the Management Agreement.*
- We cap monthly returns at £2.00 / 24% p.a. (we need to make profit too).
- If you ever want your Solar Panels delivered to you, we deliver them within 30 days.

**You will need to pay shipping, see Management Agreement.*

- If you want to sell your Solar Panels, we maintain a guaranteed a Buy-Back clause.

**see definition in the Management Agreement.*

Simple, no complex documentation, just monthly returns on investment.

SOLAR PANEL MANAGEMENT AGREEMENT

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A. THE SCHEDULE.

1. Management Company (hereinafter "RA-ESG"):	RA-ESG ENERGY INC.
a. Company Registration Number:	10372494
b. Address:	16192 Coastal Highway, Lewes, Sussex, Delaware, USA.
c. E-mail Address:	info@RA-ESG.com
d. URL:	RA-ESG.com
2. Owner of the Solar Panels (hereinafter "Panel Owner"):	
a. Address:	
City:	
Country:	
Postcode:	
b. E-mail:	
c. Telephone Number:	
d. Company Registration or Passport Number:	
3. Solar Panels (hereinafter "Panels"):	
a. Number of Panels under Management:	
b. Panel Identification Number(s):	
c. Price Paid per Panel:	
d. Total Price Paid:	
e. Date Purchased:	
f. Wattage per Panel:	
4. MANAGEMENT TERMS (PER PANEL)	
a. Minimum Energy Yield (V):	
b. Minimum Energy Yield (%):	
c. Downtime Guarantee (V):	
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e. Targeted Return per Solar Panel (V):	
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g. Management Agreement Term:	
h. Early Termination by Panel Owner:	
i. Minimum Total Monthly Profit Share:	
5. BANKING:	
a. Panel Owner's Bank:	
b. Panel Owner's Bank Address:	
c. Panel Owner's Bank Account Name:	
d. Panel Owner's Bank Account Number:	
e. Panel Owner's Bank Account IBAN:	
f. Panel Owner's Bank Account SWIFT:	
g. Panel Owner's Bank Account Sort-Code:	
6. EFFECTIVE DATE OF AGREEMENT:	

7. DELIVERY:	
8. ADDRESS:	

B. THE PARTIES.

This Agreement is between,

On the first part;

RA-ESG ENERGY INC., a company incorporated and registered in the United States of America under registration number 10372494 with its registered offices at 16192 Coastal Highway, Lewes, Sussex, Delaware, USA.
 (Hereinafter "RA-ESG").

The liabilities and obligations of **RA-ESG ENERGY INC.** are underwritten and guaranteed by its United Kingdom Holding Company: **RA-ESG PLC**, a Public Limited Company registered in England and Wales under registration number 15115086, having its registered address at 71-75 Shelton Street, Covent Garden, London WC2H 9JQ. In respect of all Outstanding Payments, RA-ESG and RA-ESG PLC act *in solidum*, jointly and severally, one liable and responsible for the debts of the other to the Panel Owner.

And on the second part:

The Party described and detailed as the "Panel Owner" in Part A - The Schedule - Clause 2 on Page 2 of this Agreement.

Effective Date;

This Agreement binds the Parties on the Effective Date shown in Part A – The Schedule - Clause 6 on Page 2 of this Agreement.

C. DEFINITIONS.

"Agreement"	This Agreement between RA-ESG and the Panel Owner, pursuant to which the Panel(s) is/are managed under the further terms and conditions herein contained.
"ADS"	Allocated Deployment Space; any location on any Solar Facility allocated and available to deploy Panels.
"Business Day"	Any day other than a Saturday, Sunday, Christmas Day, New Year's Day or Public Holiday during which the major banks are closed for retail business in Delaware, USA and London, England.
"Calendar Month"	Means the period from the first day to the last day (inclusive) of any month of the year.
"Capped"	Refers to the threshold of the maximum profit-share payment that can be made to the Panel Owner in respect of energy generated by their Panels.
"Collared"	Refers to the threshold of the Minimum profit-share payment to be made to the Panel Owner in respect of energy generated by their Panels, either under the terms of the Downtime Guarantee or the Minimum Energy Yield.
"Commercial Tariff"	The amount paid by an Offtake Partner to RA-ESG (or its subsidiaries) in respect of the Offtake Partner's consumption and purchase of energy. The Commercial Tariff is expressed in USD per kWh.
"Downtime Guarantee"	The minimum profit-share payment to be made to the Panel Owner in the event of any technical failure or malfunction. The Downtime Guarantee is expressed as a monetary value and percentage of the Purchase Price of the managed Panels, as shown in Part A – The Schedule - Clause 4c & 4d on Page 2 of this Agreement.
"Effective Date"	The date as shown in Part A – The Schedule - Clause 6 on Page 2, being the date upon which the Panel Owner signs and executes this Agreement, and the Panel Owner Tariff becomes effective and payable.

“EUR”	Euro.
“Event of Default”	Any of the events set out in “Events of Default” – Clause 10 of this Agreement (that are not defined as a Force Majeure Event), committed by RA-ESG that leads to the non-payment of the Downtime Guarantee or the Minimum Energy Yield for a period of more than 90 (ninety) days.
“Force Majeure”	Any of the Force Majeure Events detailed and described in Clause 12 of this Agreement.
“GBP”	British Pound.
“kWh”	kilowatt/hour
“Manager”	RA-ESG ENERGY INC., a company incorporated in the United States of America under Company Registration Number 10372494 with its registered office at 16192 Coastal Highway, Lewes, Sussex, Delaware, USA. RA-ESG ENERGY INC is alternatively referred to as RA-ESG.
“Minimum Energy Yield”	The minimum profit-share payment to be made to the Panel Owner in the event of any administrative issue, legal, banking or insurance dispute, or lack of Offtake Partner. The Minimum Energy Yield is expressed as a monetary value and percentage of the Purchase Price of the managed Panels, as shown in Part A – The Schedule - Clause 4a & 4b on Page 2 of this Agreement.
“Offtake Partner”	The third-party entity purchasing the energy generated by the Panels.
“Outstanding Payments”	Any payment of the Targeted Energy Yield, Minimum Energy Yield or Downtime Guarantee outstanding and owed to the Panel Owner at any time, and/or the non-payment of the Purchase Price by RA-ESG to the Panel Owner in the specified time periods upon Termination.
“Panel Owner”	The Person detailed and described in Part A – The Schedule - Clause 2 on Page 2 of this Agreement, who/that has purchased the Panels and subsequently entered into this Agreement.
“Panel Owner Tariff”	The amount paid by RA-ESG to the Panel Owner each Calendar Month in respect of the Panel Owner’s share of the Commercial Tariff. The Panel Owner’s Tariff can be expressed in EUR, GBP, USD or as a percentage of the Purchase Price. The Panel Owner’s Tariff can take the form of the Targeted Energy Yield, the Minimum Energy Yield or the Downtime Guarantee.
“Panel Owner Tariff Bonus”	An ad hoc payment made by RA-ESG to the Panel Owner from time to time, as part of the Targeted Energy Yield.
“Panels”	The solar panels purchased from RA-ESG and owned by the Panel Owner. Alternatively referred to as the “Solar Panels”.
“PPA”	Power Purchase Agreement: A legal document executed between a supplier/generator and a consumer/purchaser of energy.
“Purchase Date”	The date upon which the Panel Owner purchased the Panels, as shown in Part A – The Schedule - Clause 3e on Page 2 of this Agreement.
“Purchase Price”	The original price paid by the Panel Owner to RA-ESG to acquire the Panels, as shown in Part A – The Schedule - Clause 3d on Page 2 of this Agreement.
“RA-ESG”	RA-ESG ENERGY INC., a company incorporated in the United States of America under Company Registration Number 10372494 with its registered office at 16192 Coastal Highway, Lewes, Sussex, Delaware, USA. RA-ESG ENERGY INC is alternatively referred to as RA-ESG.
“RA-ESG PLC”	RA-ESG PLC of 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, incorporated, constituted, and registered under the laws of England and Wales with CRN (Company Registration Number): 15115086.
“Services”	The services that RA-ESG shall provide and/or source to the Panel Owner during the commissioning of a Solar Facility.
“Solar Facility”	Any solar farm, plant, or facility consisting of a number of solar panels, inverters, batteries, and other allied equipment and plant.
“Targeted Energy Yield”	The Capped targeted profit-share payment to be made on a best endeavours basis, to the Panel Owner each month in respect of the energy generated by their Panels. The Targeted Energy Yield is expressed as a percentage of the Purchase Price of the managed Panels. The Targeted Energy Yield is as shown in

Part A – The Schedule - Clause 4e & 4f on Page 2 of this Agreement.

“Termination”

The termination of this Agreement by either Party.

“USD”

US Dollar.

“Yield”

The capped and collared monthly profit-share payments made by RA-ESG to a Panel Owner in respect of the payments made pursuant to the energy generated by their Panels.

D. INTERPRETATION.

- i. Any phrase introduced by the terms ‘including’, ‘include’ or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- ii. A ‘Person’ includes any natural Person, body-corporate, trust, fund, charity, institution or unincorporated entities.
- iii. Words in the singular include the plural and vice versa.
- iv. A reference to a Clause (unless expressly stated otherwise) is a reference to a Clause of this Agreement.
- v. Clause headings do not affect the interpretation of this Agreement.
- vi. A reference to one gender includes a reference to the other.
- vii. A reference to any Party to this Agreement shall be construed so as to include any subsequent successors, transferees, and assignees in accordance with their respective interests.
- viii. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only contained in the Definitions, effect shall be given to it as if it were a substantive provision of this Agreement.

E. THE TERMS.

1. Preamble.

- 1.1. On the Purchase Date, the Panel Owner purchased and now owns the number of Panels as detailed and described in Part A – The Schedule - Clause 3 on Page 2.
- 1.2. The Panel Owner has requested that RA-ESG administer, manage and control the Panels, and RA-ESG has agreed to do so (acting as the “Manager”) as from the Effective Date on the following strict terms and conditions.
- 1.3. In Consideration:
 - 1.3.1. RA-ESG will perform and provide the Services to the Panel Owner, and in doing so will provide the Panel Owner with a monthly stream of income, and
 - 1.3.2. The Panel Owner will share the income generated by the Panels with RA-ESG under the further terms and conditions of this Agreement,
- 1.4. The Parties now enter into this Agreement in respect of the management of the Panels.

2. Management of the Panels.

- 2.1. Pursuant to the control, management, and administration of the Panels, for the duration of this Agreement, RA-ESG will act as the Manager and will perform and adhere to the following terms of service:
 - 2.1.1. **Insurance** – RA-ESG shall at all times insure the Panels against all risks (or as many risks as are prudent and normal in the day-to-day functioning of a Solar Facility), for a sum equivalent to 100% (one hundred percent) of the Purchase Price of the Panels, and in the event of RA-ESG for any reason, not insuring the Panels, or, not providing adequate insurance coverage, RA-ESG shall be liable, to either:
 - 2.1.1.1. Refund the Panel Owner the full Purchase Price paid by the Panel Owner for the Panels, or
 - 2.1.1.2. Replace the Panel with one of equal or better quality and energy output.

- 2.1.2. The decision to refund or replace shall be at RA-ESG's entire discretion.
- 2.1.3. **Identification** – RA-ESG shall record the serial number and exact location of each of the Panels Owner's Panels and keep account of:
- 2.1.3.1. The energy the Panels generate in kWh, and
 - 2.1.3.2. The Commercial Tariff received in respect of the energy generated by the Panels,
and
 - 2.1.3.3. The Panel Owner's Tariff paid in respect of the energy generated by the Panels.
- 2.2. The payments made by RA-ESG to the Panel owner shall include:
- 2.2.1. **Targeted Energy Yield** – The Capped targeted profit-share payment to be made on a best endeavours basis, to the Panel Owner each month in respect of the energy generated by their Panels. The Targeted Energy Yield is expressed as a monetary value and percentage of the Purchase Price, as shown in Part A – The Schedule - Clauses 4e & 4f on Page 2.
 - 2.2.2. **Panel Owner Tariff Bonus** – Ad hoc payments made at the total discretion of RA-ESG, forming part of the Targeted Energy Yield, made from time to time to the Panel Owner, in order to enhance the Panel Owner's return on investment, and increase the monetary amount paid under the Target Energy Yield.
 - 2.2.3. **Minimum Energy Yield** – In the event that any Offtake Partner defaults in its energy payment obligations to RA-ESG (and therefore to the Owner of the Panels), or, if RA-ESG does not have available ADS at any time, then RA-ESG shall be liable to pay the Panel Owner the monthly Minimum Energy Yield. The Minimum Energy Yield is expressed as a monetary value and percentage of the Purchase Price, as shown in Part A – The Schedule – Clauses 4a & 4b on Page 2.
 - 2.2.4. **Downtime Guarantee** - In the event of any technical failure, equipment malfunction, sub-station failure, or any other technical failure that affects the Panels' (or the entire Solar Facility's) ability to generate and sell energy, then, RA-ESG shall pay the Panel Owner the monthly Minimum Energy Yield. The Downtime Guarantee is expressed as a percentage of the Purchase Price as shown in Part A – The Schedule – Clauses 4c & 4d on Page 2.

3. Corporate and Cross-Guarantee.

- 3.1. With the specific exception of Force Majeure Events, RA-ESG hereby unconditionally pledges, warrants and guarantees to pay either the Minimum Energy Yield, or the Downtime Guarantee as an absolute minimum monthly payment to the Panel Owner for the duration of this Agreement.
- 3.2. In the event of any unremedied Event of Default, specifically, whereupon RA-ESG has not paid the Panel Owner, either;
 - 3.2.1. The Minimum Energy Yield, or
 - 3.2.2. The Downtime Guarantee, or
 - 3.2.3. The Purchase Price due under the terms and conditions of Clause 5, then;
 - 3.2.4. Should the Event of Default remain unremedied for a period of in excess of 90 (ninety) days, RA-ESG PLC (the United Kingdom Holding Company) shall be obliged to consider the Outstanding Payments a senior secured debt of RA-ESG PLC and accordingly shall be obliged to make all Outstanding Payments to the Panel Owner for and on behalf of RA-ESG.
- 3.3. In the event that RA-ESG is in a state of unremedied default for a period in excess of 100 (one hundred days), then the Panel Owner may immediately terminate this Agreement under the terms and conditions of Clause 5 of this Agreement, and until the terms and conditions of Clause 5 have been fulfilled by RA-ESG, RA-ESG PLC shall be fully liable to the Panel Owner.

4. Term.

- 4.1. **Term of Agreement** – This Agreement shall be for a term of 32 (thirty-two) years, unless terminated by the Parties in accordance with Clause 5 – "Termination of Agreement".

5. Termination of Agreement.

- 5.1. **Termination by Panel Owner** – the Panel Owner may terminate this Agreement at any time after the Effective Date.
 - 5.1.1. In the event of termination by the Panel Owner before the 2nd Anniversary of the Effective Date, RA-ESG will use its best endeavours to arrange for the sale of the Panel Owner's Panels within 90 (ninety) days and refund the Panel Owner the Purchase Price paid per Panel, upon which date this Agreement will be

considered cancelled and of no further legal effect.

5.1.2. In the event of termination by the Panel Owner after the 2nd Anniversary of the Effective Date, RA-ESG will purchase the Panels from the Panel Owner and refund the Panel Owner the Purchase Price paid per Panel within 90 (ninety) days, upon which date this Agreement will be considered cancelled and of no further legal effect.

5.2. **Termination by RA-ESG** – RA-ESG may terminate this Agreement at any time after the 2nd anniversary of the Effective Date.

5.2.1. Upon termination by RA-ESG, RA-ESG will refund the Panel Owner the total Purchase Price paid for the Panels within 30 (thirty) days, upon which date this Agreement will be considered cancelled and no further payment will be made by RA-ESG to the Panel Owner.

5.3. **Delivery of Panels** – Instead of, and in place of, the sale and/or refund of the Panels upon Termination, the Panel Owner may elect (by prior instruction in this Agreement) to take delivery of the Panels. In this event, and as an irrevocable instruction to deliver the Panels upon Termination, the Owner shall tick the option Delivery Upon Termination in The Schedule on Page 1.

6. Services Provided by RA-ESG.

6.1. RA-ESG shall provide and/or source the following Services:

- 6.1.1. the location of the Solar Facility, and land tenure thereof,
- 6.1.2. the environmental impact assessment,
- 6.1.3. the feasibility study,
- 6.1.4. the technical energy reports,
- 6.1.5. the grid impact assessment,
- 6.1.6. the electricity generation licenses,
- 6.1.7. the topography and irradiation studies,
- 6.1.8. the negotiation of the PPA with the Offtake Partners,
- 6.1.9. the administration and accounting services to the Solar Facility,
- 6.1.10. security service to protect the Panels located on the Solar Facility
- 6.1.11. Insurance Cover to protect against damage and theft of the Panels,
- 6.1.12. engineering, procurement and construction services,
- 6.1.13. allied technical plant (such as inverters, sub-stations, switching gear, batteries etc),
- 6.1.14. the securitisation and guarantee process to fund the commissioning of the Solar Facility,
- 6.1.15. the ongoing operational and maintenance costs of the Solar Facility,
- 6.1.16. the legal framework
- 6.1.17. The effective and efficient management, administration and control of the Solar Panels on behalf of the Solar Panel Owner.

7. Powers of RA-ESG.

7.1. RA-ESG shall have the absolute discretion to:

- 7.1.1. Position, locate, control, connect, and administer the Solar Panels in whatsoever manner it wishes in its endeavour to maximise return on investment.
- 7.1.2. To repair, exchange, replace or substitute the Panels at any time, subject always to the replacement panels being of the same or better quality and efficiency.
- 7.1.3. To enter into PPAs with Offtake Partners that utilise the Panels.
- 7.1.4. To terminate this Agreement by paying the Panel Owner the Purchase Price and all Outstanding Payments.

8. Taxation.

8.1. Levels and thresholds of taxes and reliefs from taxation constantly change in each jurisdiction. In some jurisdictions, the Solar Panels may be held in a tax-efficient savings mechanism, pension or savings scheme granting favourable tax treatment by any jurisdiction's tax authorities; it is also possible that those tax advantages may be amended or terminated at any time by enacted legislation in any relevant jurisdiction. RA-ESG cannot and does not advise on any tax issues in any jurisdiction. RA-ESG advises all potential Panel Owners to seek independent professional tax advice regarding their own particular tax circumstances.

9. Exchange Rates.

- 9.1. RA-ESG sells Panels in GBP, EUR and USD, and standardises the Purchase Price of each Panel in every location it sells Panels at 100 (one hundred) of each denomination. Thus, the same Panel will cost £100 (one hundred Pound) in the UK, €100 (one hundred Euro) in the EU, and \$100 (one hundred US Dollar) in the USA.
- 9.2. All remittances to Panel Owners of whatsoever nature are made in the same currency as the denomination of the Purchase Price.

10. Events of Default.

- 10.1. Events of Default committed by RA-ESG shall include:
 - 10.1.1. Non-payment of the Targeted Energy Yield, Minimum Energy Yield, Downtime Guarantee or any other Outstanding Payments for a period in excess of 90 (ninety) days.
 - 10.1.2. An administration order is made in relation to RA-ESG or,
 - 10.1.3. An order is made, or an effective resolution is passed, for the winding-up, liquidation, administration or dissolution of RA-ESG (except for the purpose of reorganisation or amalgamation of RA-ESG), or
 - 10.1.4. a receiver is appointed in respect of RA-ESG or in respect of the whole or the major part of the assets or undertaking of RA-ESG, or if distress, execution or other legal process is levied or enforced or sued out on or against the whole or the major part of the assets of RA-ESG and is not discharged, paid out, withdrawn or removed within 21 (twenty-one) Business Days; (but an Event of Default shall not occur by reason of an encumbrance being placed on the assets of RA-ESG or a part of the assets of RA-ESG for purposes of a securitisation transaction or funding a Solar Facility); or
 - 10.1.5. RA-ESG stops (or threatens to stop) payment of its debts generally or ceases (or threatens to cease) to carry on its business or a substantial part of its business;

11. Default Process.

- 11.1. In the event of any unremedied Event of Default then RA-ESG PLC (the United Kingdom Holding Company) shall immediately become liable and obliged to consider the Outstanding Payments as senior secured debt of RA-ESG PLC and accordingly shall make all Outstanding Payments to the Panel Owner for and on behalf of RA-ESG within a period of 10 (ten) days.
- 11.2. In the event that RA-ESG PLC do not make payment of the Outstanding Payments within the 10 (ten) day period, then RA-ESG PLC shall be considered to be in Breach of Contract, and the Panel Owner may sue for specific performance in relation to all Outstanding Payments.
- 11.3. Both RA-ESG and RA-ESG PLC shall be jointly and severally liable for all of the Panel Owner's legal costs in this respect.

12. Force Majeure

- 12.1. A Force Majeure Event means the occurrence of any delay, cancellation, loss of production, loss in the rate of energy generation (or the commercial consumption thereof), due to:
 - 12.1.1. theft or damage to solar panels, battery energy storage systems, inverters, substation assemblies and all other ancillary equipment, whether malicious or by exceptional adverse weather conditions, respectively,
 - 12.1.2. an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder affecting RA-ESG's income streams, or ability to process or make payments,
 - 12.1.3. ionising radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - 12.1.4. pressure waves from devices travelling at supersonic speeds or damage caused by any aircraft or similar device;
 - 12.1.5. any satellite, or extra-terrestrial object striking, damaging or affecting the Solar Facility,
 - 12.1.6. the dumping of any hazard material on or near the Solar Facility (to include aircraft emergency fuel dumping).
 - 12.1.7. a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected Services, or RA-ESG and which is not attributable to any unreasonable action or inaction on the part of RA-ESG or any of its subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons;
 - 12.1.8. specific incidents of exceptional adverse weather conditions which are materially worse than those encountered in the relevant places at the relevant time of year during the ten (10) years prior to the Effective Date,
 - 12.1.9. tempest, earthquake or any other natural disaster of overwhelming proportions;

- 12.1.10. pollution of water sources, plane crashing, volcanic ash, and other unforeseeable circumstances beyond the control of the parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, which in each case directly causes either party to be unable to comply with all or a material part of its obligations under this Agreement;
 - 12.1.11. any declared pandemic, virus, outbreak, or restriction in travel due to such event.
- 12.2. RA-ESG shall not be in breach of its obligations under this Agreement or incur any liability to the Panel Owner for any losses or damages of whatsoever any nature incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred (in which case this Clause 12 shall not apply to that extent).
 - 12.3. As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, RA-ESG shall submit to the Panel Owner reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of RA-ESG's obligations under this Agreement.
 - 12.4. RA-ESG shall, at all times take all reasonable steps within its powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:
 - 12.4.1. prevent Force Majeure Events affecting its performance under this Agreement;
 - 12.4.2. mitigate the effect of any Force Majeure Event; and
 - 12.4.3. comply with its obligations under this Agreement.
 - 12.5. RA-ESG and the Panel Owner shall consult together in relation to the above matters following the occurrence of a Force Majeure Event.
 - 12.6. Should a single Force Majeure Event interrupt and stall the ability of RA-ESG to perform under the terms and conditions of this Agreement for a continuous period of more than 180 (one hundred and eighty) days then a meeting of Panel Owners shall be called whereupon RA-ESG and the Panel Owners shall endeavour to agree any modifications to this Agreement regard to the nature of the Force Majeure Event.

13. Panel Ownership Certificates.

- 13.1. RA-ESG shall issue a Panel Ownership Certificate for each Panel purchased by the Panel Owner.
- 13.2. The Panel Ownership Certificate shall be definitive proof of Panel ownership.
- 13.3. If any Certificate is worn out or defaced, then, on production of it to RA-ESG, it may be cancelled and reissued.
- 13.4. If any Certificate is lost or destroyed, it may be replaced on such terms (if any) as to evidence and indemnity as RA-ESG may reasonably require.
- 13.5. An entry recording the issue of the new Certificate and indemnity (if any) shall be made in the Panel Ownership Register.
- 13.6. No fee shall be charged for the registration of any transfer or for the registration of any probate, letters of administration, certificate of marriage or death, power of attorney or other documents relating to or effecting title to any Panels.

14. Transfer of Panel Ownership.

- 14.1. The Panels can be sold by the Panel Owner to any party without restriction and at any time.
- 14.2. Upon a Panel Owner selling some or all of their Panels, the Panel Owner shall give RA-ESG notice of the sale using the "Sale and Transfer of Panel Ownership Form" contained in Annexure A of this Agreement.
- 14.3. Upon receipt of a signed and properly completed Sale and Transfer of Panel Ownership Form and the original Panel Ownership Certificates, RA-ESG shall transfer and amend the details of Panel Ownership from the seller to the purchaser within 10 (ten) Business Days, and as from midnight on the 10th (tenth) Business Day after receipt of the form, and original Panel Ownership Certificates, all rights, titles and benefits, including all future payments shall be made to the new Panel Owner.
- 14.4. On the 11th Business Day after receipt of the form and original Panel Ownership Certificates, RA-ESG shall issue new Panel Ownership Certificates to the new Panel Owner.
- 14.5. RA-ESG shall recognise the registered Panel Owner as the absolute owner of them and shall not (except as provided by statute or as ordered by a court of competent jurisdiction) be bound to take notice or see to the execution of any trust (whether express, implied or constructive) to which any Panels may be subject. RA-ESG shall not (except as provided by statute or as ordered by a court of competent jurisdiction) be bound to enter any notice of any trust (whether express, implied or constructive) on the register in respect of any of the Panels.

15. Conversion.

- 15.1. The purchase, ownership and subsequent management of a solar panel is not considered a financial instrument or promotion thereof; it is the purchase of an asset and the execution of a management agreement to supply technical and administrative services to the Panel Owner at set costs and fees.
- 15.2. The minimum investment accepted by RA-ESG for its listed securities is over 100 (one hundred) times the cost of a Panel, and RA-ESG recognises that many high-net-worth, sophisticated and experienced investors prefer to test

our systems with a much smaller investment directly into Panels before making a larger investment. There are also reasons why interest-paying Bonds and Guaranteed Dividend Preference Shares cannot be included in investment portfolios under some religious and cultural belief systems.

- 15.3. RA-ESG permits the conversion from Panel ownership to any of its Bond or Preference Share offerings on a one-for-one basis. Each Pound, Dollar or Euro invested in Panels can be swapped and converted directly to any available RA-ESG security.
- 15.4. The conversion of a Panel to a RA-ESG Security is at the absolute discretion of the Panel Owner.

16. Notices.

- 16.1. Any notice or other document required to be given by RA-ESG or RA-ESG PLC under this Agreement shall be in writing and may be given to or served on any Panel Owner by sending it by first-class post in a prepaid envelope addressed to such Panel Owner at his registered address as detailed in Part A – The Table – Item 2a and simultaneously, by sending an email to the Panel Owner at his email address as detailed in in Part A – The Table – Item 2b (should such email address have been provided).
- 16.2. Any notice or other document given by the Panel Owner under this Agreement shall be in writing and may be given to or served on RA-ESG or RA-ESG PLC by sending it by first-class post in a prepaid envelope addressed to:
 - 16.2.1. **RA-ESG ENERGY INC.** at 16192 Coastal Highway, Lewes, Sussex, Delaware, USA. and simultaneously, by sending an email to info@RA-ESG.com
 - 16.2.2. **RA-ESG PLC**, 71-75 Shelton Street, Covent Garden, London WC2H 9JQ and simultaneously, by sending an email to info@RA-ESG.com
- 16.3. Any such notice sent or document served by registered delivery or recorded post, shall be deemed to have been given or served 96 (ninety-six) hours after the time when it is posted and in proving such notice or service, it shall be sufficient to prove that the envelope containing the notice or document was properly addressed, stamped and posted.
- 16.4. Any notice or other document delivered or sent by post to, or left at, the registered address of any Panel Owner in pursuance of these provisions shall, notwithstanding that such Panel Owner is then dead or bankrupt or in liquidation, and whether or not RA-ESG or RA-ESG PLC has notice of his death or bankruptcy or liquidation, be deemed to have been duly served or delivered in respect of any Panels registered in the name of such Panel Owner as sole or first-named joint holder unless his name shall at the time of the service of the notice or document have been removed from the Panel Register as the owner of the Panels, and such service shall for all purposes be deemed sufficient service of such notice or document on all Persons interested (whether jointly with or as claiming through or under him) in the Panels.
- 16.5. Notwithstanding the method of delivery; any Notice actually received by a Party shall be deemed to have been served.

17. Governing Law and Jurisdiction.

- 17.1. This Agreement and the Share(s) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 17.2. The courts of England and Wales shall have the exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with this Agreement or the Panel(s). Accordingly, any proceedings relating to, or in connection with this Agreement or the Panel(s) may be brought only in such courts.

18. Amendment and Waiver.

- 18.1. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by both Parties.
- 18.2. No waiver by either Party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

19. Entire Agreement.

- 19.1. This Agreement supersedes any and all other prior understandings and agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and constitutes the sole and only agreement between the Parties with respect to the said subject matter. All prior negotiations and agreements between the Parties with respect to the subject matter hereof are merged into this Agreement. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

20. Digital Signature.

The Parties acknowledge and agree that this Agreement and all related agreements and documents related to the Services may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (for example, via a PDF or software signature application) of an original signature.

21. Annexures.

Annexure A – Share Certificate

Annexure B – Call Notice

Annexure C – Redemption Request

Annexure D – Early Redemption Request Annexure E – Conversion Notice

digital sig _____

