



DATE

CONTACT

GOVERNMENT ENTITY

ADDRESS

Via email:

Re: Consulting Engagement of Efficiency Energy, LLC

Project:

The purpose of this letter is to set forth our understanding concerning the engagement of Efficiency Energy, LLC ("EE") by \_\_\_\_\_ ("Government Owner") in connection with Government Owner's efforts to monetize certain tax benefits derived from the energy efficient construction of the \_\_\_\_\_ ("the Project").

It is presently contemplated that EE's engagement will consist primarily of the following tasks:

1. Provide guidance to ensure compliance with Section 179D of the Internal Revenue Code and accompanying Regulations which provide for the assignment of the Commercial Building Tax Deduction by the Government Owner to the "Designer" of such projects ("179D Deduction");
2. Identify and estimate the net tax benefit value of possible 179D Deduction resulting from the Project and assess the potential for monetization or other savings realizations for the current benefit of the Government Owner;
3. Outline, negotiate and document agreements between the Government Owner and Designer(s) to establish an exchange value, and provide record of allocation of the 179D Deduction in accordance with standards for deductibility set forth in Section 179D of the Internal Revenue Code of 1986, as amended (the "Code") and IRS Notices 2006-52, 2008-40, 2011-04 and 2012-22 (the "179D Notices").

For EE, William Volker will serve as lead consultant, will have overall responsibility for this engagement, and will serve as the primary point of contact. For the Government Owner, \_\_\_\_\_ will serve as the primary point of contact for purposes of coordinating the Government Owner's consulting needs.

The term of this engagement shall be two (2) years from the effective date of this letter and may be subject to extension upon mutual written consent.

For the services rendered under this engagement, subject to the project Designer's written authorization and consent, EE shall be entitled to a compensation of [15-25%] of the net benefit value derived from the 179D incentive to the Government Owner up to a maximum of \$\_\_\_\_\_. The parties agree that the Government Owner will not be responsible for



paying EE any amount in excess of the amount that the Government Owner actually receives pursuant to agreements entered into between the tax benefit stakeholders.

Subject to the terms of the immediate paragraph, in the event that the scope of our engagement changes substantially, or extraordinary matters occur which are not presently contemplated, EE will obtain written approval from the Government Owner as to the revised nature of EE's services and any additional charges, prior to the performance of any services not specifically addressed herein.

If the above sets forth our understanding to your satisfaction, please confirm your agreement to the terms of our engagement by signing, dating and returning the enclosed copy of this letter.

Efficiency Energy, LLC values the opportunity to work with \_\_\_\_\_, and we look forward to working with you on the foregoing matters. Please call if you have any questions concerning any aspect of our engagement.

This letter may be executed in counterparts (and by different parties on separate counterparts), each of which shall be an original, but all of which shall constitute one and the same instrument.

Sincerely yours,

William J. Volker  
President  
Efficiency Energy, LLC

CONFIRMED AND AGREED TO  
ON THE DATE INDICATED BELOW:

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

Name:

Title:

Dated: \_\_\_\_\_, 2018