

EXHIBIT E

Performance Testing

1.1.1 Procedure To demonstrate that the Guaranteed Capacity has been satisfied, a capacity test shall be performed in accordance with ASTM E2848-13, *Standard Test Method for Reporting Photovoltaic Non-Concentrator System Performance* (“Capacity Test”). For this test, unless otherwise agreed to in writing by both Client and EPC Contractor, the photovoltaic system power, P , shall be taken to be the AC power at the point-of-interconnect, plane-of-array irradiance shall be measured with a photovoltaic reference cell, and system performance data required for the test shall be collected using the monitoring system provided with the System. Reporting conditions for the test shall be Nominal Terrestrial Environment (NTE) conditions (800 W/m², 20 °C ambient temperature, 1 m/s wind speed) unless the NTE values are not encompassed by the range of actual or expected irradiance, temperature, and wind speed values during the test period or inverter clipping occurs at NTE conditions, in which case alternate reporting conditions may be used. If alternate reporting conditions are used, they shall be selected in accordance with ASTM E2939-13, *Standard Practice for Determining Reporting Conditions and Expected Capacity for Photovoltaic Non-Concentrator Systems*. The terms “photovoltaic system power, P ”, “plane-of-array irradiance”, and “reporting conditions” shall have the meanings as defined in ASTM E2848.

1.1.2 Multiple Array Planes For a System comprising multiple array planes, EPC Contractor reserves the right to test each portion of the System corresponding to a single array plane separately since specifying reporting conditions for one array plane will not uniquely define the irradiance at reporting conditions in the other array planes. In such cases, the system photovoltaic power P for each sub-system shall be determined by apportioning the power of the full system measured at the point-of-interconnect to each sub-system according to the proportion of total inverter output it provides.

1.1.3 Test Window The Capacity Test must be performed within thirty (30) days of Substantial Completion unless extended due to weather or equipment malfunction as follows. If the test is not able to be completed due to weather, the time frame for performing the test shall be extended until the minimum data collection requirements of ASTM E2848-13 have been met. If the test is not able to be completed due to malfunction of equipment installed under this Agreement, the time frame for performing the test shall be extended to thirty (30) days after repairs to said equipment are complete.

1.1.4 Acceptance criteria The expected capacity, P_{RC}^E , of the System shall be determined in accordance with ASTM E2939-13, *Standard Practice for Determining Reporting Conditions and Expected Capacity for Photovoltaic Non-Concentrator Systems*, using the performance model for the System used to generate the expected annual energy production estimate provided in Schedule #1 together with historical, typical, or actual meteorological data for the site at the same time of year as the test period. The Guaranteed Capacity, P_{RC}^G , shall be the expected capacity margined by a contract tolerance of 3%:

$$P_{RC}^G = (1 - 0.03)P_{RC}^E.$$

The System shall be considered to have passed the Capacity Test if the upper confidence bound of the measured capacity is greater or equal to the Guaranteed Capacity, or the following equation is TRUE:

$$P_{RC} + U_{95} \geq P_{RC}^G.$$

where P_{RC} and U_{95} shall have the meanings as defined in ASTM E2848-13. Values for both expected capacity, P_{RC}^E , and Guaranteed Capacity, P_{RC}^G , shall be calculated by EPC Contractor and recorded in the Schedule #2.

1.1.5 Cure Period If when first tested the test report does not meet the Guaranteed Capacity requirement, the EPC Contractor shall, upon reasonable notice to Client, be afforded thirty (30) continuous days (the “Cure Period”) of unimpeded access to the System to undertake adjustments with the option to retest. During the Cure Period, the Client shall ensure that: (i) the necessary third party interconnections are continuously available; (ii) the facility is operated as required to make the necessary adjustments and perform a retest; (iii) copies of the operational history of the System are available to the EPC Contractor.

1.1.6 Sole Remedy If the System does not satisfy the Guaranteed Capacity requirement when first tested, the EPC Contractor, at its expense and sole option shall thereafter correct such defect by repairing, replacing, supplementing the power shortfall by providing additional modules as necessary to achieve the Guaranteed Capacity, per the initial design, or provide an equitable solution to compensate for the Guaranteed Capacity shortfall. Client is to provide sufficient space for EPC Contractor to use and perform supplemental remedy as necessary. If a defect in the equipment or part thereof cannot be corrected by the EPC Contractor’s reasonable efforts, the Parties will negotiate an equitable solution with respect to such equipment or parts thereof. The remedies contained here shall be the Client’s exclusive remedies for and the EPC Contractor’s sole obligations arising out of such deficiencies and such remedy may only be exercised by Client during the Capacity Test period as described in this Schedule #7. EPC Contractor does not warrant or guarantee the capacity of the System after Final Completion of the Work. The EPC Contractor’s aggregate liability hereunder for the costs incurred due to failure to achieve the Guaranteed Capacity shall not exceed ten percent (10%) of the Contract Price.