

ENGINEERING, PROCUREMENT, & CONSTRUCTION (EPC) AGREEMENT

THIS EPC AGREEMENT ("AGREEMENT") IS MADE EFFECTIVE AS OF [DATE] (THE "EFFECTIVE DATE") BETWEEN [CEFIA HOLDINGS LLC, A CONNECTICUT LIMITED LIABILITY COMPANY] ("CLIENT") AND SUNPOWER CORPORATION SYSTEMS, A DELAWARE CORPORATION WITH OFFICES AT 77 RIO ROBLES, SAN JOSE, CA 95134 ("EPC CONTRACTOR"), (EACH A "PARTY" AND TOGETHER, THE "PARTIES") FOR THE DESIGN, CONSTRUCTION AND INSTALLATION OF A SOLAR PHOTOVOLTAIC SYSTEM (THE "SYSTEM") AT [PROJECT LOCATION].

1. DEFINITIONS

The following terms shall, for all purposes of the Contract Documents comprising this Agreement, have the meanings stated herein, unless the context otherwise specifies or requires, or unless otherwise defined in the Contract Documents:

- 1.1 "**Claim**" has the meaning given it in Section 15.4.
- 1.2 "**Client's Agent**" has the meaning given it in Section 14.1.
- 1.3 "**Completion Cost**" has the meaning given it in Section 18.5.

1.4 "**Construction Documents**" consist of the architectural, mechanical, electrical, and engineering plans, drawings and specifications as specified in **Schedule #11** (including the specifications for Major Equipment as set forth in **Schedule #1** and for System Specifications as set forth in **Schedule #2**), together with all approved Project Change Orders, addenda and revisions thereto.

1.5 "**Contract Documents**" consist of this Agreement, together with all exhibits, and schedules hereto, the Construction Documents, the Project Schedule, and any mutually executed, written modifications and amendments to any of the aforementioned, including Project Change Orders.

- 1.6 "**Contract Sum**" is the amount set forth in **Schedule #6**.
- 1.7 "**DAS**" has the meaning given it in Section 12.3.
- 1.8 "**Day**" means a calendar day unless otherwise specifically defined.

1.9 "**Engineering Services Company**" means any company that is engaged for services provided by its Professional Engineers.

1.10 "**Excusable Delay**" means a delay which is the result of: (i) Client not granting written approval within ten (10) days of Client's receipt of the relevant documents from EPC Contractor supporting that the Project is capable of interconnecting to the Utility or otherwise being energized; (ii) acts or omissions of third parties which are beyond the control of EPC Contractor; (iii) acts or omissions of Governmental Authorities or the Utility; or (iv) the mutually agreed delivery date of materials to the Project Site is postponed by Client or the materials are not permitted by Client to be stored at the Project Site.

1.11 “**Final Completion**” means the full completion of all Work, including the satisfaction of all conditions for Substantial Completion, together with all conditions such that EPC Contractor is able to issue the Final Completion Certificate, the form of which is set forth in **Schedule #10**.

1.12 “**Final Completion Date**” means the date that EPC Contractor delivers the Final Completion Certificate in the form of Schedule #10 to Client, which will be no later than the Required Final Completion Date as extended for any Excusable Delay.

1.13 “**Final Project Size**” has the meaning given it in Section 13.1.

1.14 “**Force Majeure**” means any act or event that directly delays or prevents a Party from timely performing obligations under this Agreement or from complying with conditions required under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by, and is beyond the reasonable control of and without the fault or negligence of, the Party relying thereon as justification for such delay, nonperformance, or noncompliance, which includes, without limitation, an act of God or the elements, extreme or severe weather conditions, explosion, fire, epidemic, landslide, mudslide, sabotage, terrorism, lightning, earthquake, flood, volcanic eruption or similar cataclysmic event, an act of the public enemy, war, blockade, civil insurrection, riot, civil disturbance, or strike or other labor difficulty caused or suffered by a Party or any third party beyond the reasonable control of such Party, or an extended grid power failure. However, financial cost or failure to secure adequate labor or any necessary materials or equipment alone or as the principal factor shall not constitute grounds for a claim of Force Majeure.

1.15 “**Governmental Authorities**” shall mean each of the United States of America, the State of Connecticut, and local municipal governments, in each case to the extent having jurisdiction over Client, EPC Contractor, the Project Site, the Work, Services, and or the Project.

1.16 “**Hazardous Materials**” has the meaning given it in Section 17.1.

1.17 “**Holdback Amount**” has the meaning given it in Section 13.3.

1.18 “**IEER**” means the Insolation-adjusted Expected Energy Ratio, calculated using the DAS as follows: (x) actual kWh divided by expected kWh, divided by (y) actual insolation (as measured by irradiance sensor) divided by expected insolation.

1.19 “**Interconnection Agreement**” means that certain Generator Interconnection Agreement to be signed by and between the Utility and Purchaser, as well as Client, if necessary.

1.20 “**Initial Project Size**” has the meaning given it in Section 13.1.

1.21 “**Legal Requirements**” shall mean all present and future laws, codes, ordinances, statutes, requirements, orders and regulations of a Governmental Authority, ordinary and extraordinary, foreseen and unforeseen, all industry safety standards and all other standards and regulations referred to elsewhere in the Contract Documents and all directions, requirements, orders and notices of violations thereof.

1.22 “**Liquidated Damages**” means damages in the amount the Parties designate herein for

the injured Party to collect as compensation upon a specific breach of this Agreement. Any sums payable hereunder in the nature of liquidated damages, and not as a penalty, are fair and reasonable under the circumstances.

1.23 “**Major Equipment**” means equipment set forth on **Schedule #1**.

1.24 “**Material Supplier**” means a person or entity retained by the EPC Contractor to provide, or through which the EPC Contractor or any Subcontractor purchases, material and or equipment for the Work.

1.25 “**Mechanical Completion**” means when the Work is mechanically, electrically and structurally complete, in accordance with the requirements of this Agreement, Prudent Industry Practices and is capable of delivering electricity to the applicable delivery point, in the reasonable discretion of Client such that all requirements of this Agreement have been achieved, including the delivery of an executed **Schedule #8**.

1.26 “**Mechanical Completion Date**” means the date that EPC Contractor delivers the Mechanical Completion Certificate in the form of Schedule #8 to Client, which will be no later than the date set forth in the Project Schedule provided that Client has approved, or otherwise indicated any required changes and reasonable basis for same, or as extended for any Excusable Delay, all in accordance with this Agreement.

1.27 “**Notice to Proceed**” means the Client’s written acceptance of the Request to Proceed and release by the Client to the EPC Contractor to commence the Work.

1.28 “**Others**” means other contractors and or persons at the Project Site who are not employed or retained by the EPC Contractor, its Subcontractor(s) and or Material Suppliers.

1.29 “**Operations and Maintenance Agreement**” has the meaning set forth in Section 16.1.

1.30 “**O&M Contractor**” means an affiliate of EPC Contractor capable of providing operations and maintenance services for the System pursuant to the Operations and Maintenance Agreement.

1.31 “**Party**” or “**Parties**” has the meaning set forth in the Recitals.

1.32 “**Permit**” means all permits, licenses, approvals, consents, orders, registrations, privileges, franchises, memberships, certificates, entitlements and other authorizations issued by Governmental Authorities, including environmental, health and safety permits, site plan approval, building permits, certificates of occupancy, and all amendments, modifications, supplements, general conditions and addenda thereto.

1.33 “**Professional Engineer**” means a person who is licensed to practice their respective engineering discipline in a particular state or US territory after meeting all requirements of the law.

1.34 “**Project**” means the real property, improvements and the System for which EPC Contractor, its Subcontractor(s) and or its Material Suppliers are to perform the Scope of Work under this Agreement.

1.35 **“Project Change Order”** means a written order signed by Client and EPC Contractor after execution of this Agreement, indicating changes in the Scope of Work, date of Substantial Completion, the cost of such changes in Scope of Work, and or date of Final Completion, including substitutions proposed by the EPC Contractor and or its Subcontractor(s) and accepted by Client in its sole discretion. Project Change Orders shall be effective only if in writing and signed by Client and EPC Contractor, notwithstanding any principles of law to the contrary.

1.36 **“Project Completion Documents”** means the documents required to be delivered to Client at the time of Final Completion as a condition to final payment, all as set forth in **Schedule #4** annexed hereto.

1.37 **“Project Schedule”** means the document prepared by EPC Contractor, subject to Client approval, based on and specifically incorporating all milestone dates set forth in **Schedule #3** attached hereto, which specifies the dates on which EPC Contractor shall begin and complete various parts of the Scope of Work, including without limitation milestones for completion of essential critical components of the Work, dates for Required Substantial Completion, and Required Final Completion, and dates on which information and approvals are required from Client based on timely submissions to Client by EPC Contractor, all as may be extended for Excusable Delay or modified by Client and EPC Contractor in writing with the consent of all Parties, a copy of which will be as appended to **Schedule #3** in accordance with Section 6.1 of this Agreement.

1.37 **“Project Site”** means the location on which the System is located, as more fully set forth in **Schedule #2** and **Schedule #17**.

1.38 **“Prudent Industry Practices”** means those practices, methods, standards, and acts (including those engaged in or approved by a significant portion of the solar-generated electric power industry and/or the North American Electric Reliability Corporation) of similarly situated engineering or construction firms, as applicable, on projects similar in size, nature, complexity and geographic region as the Project that at a particular time in the exercise of good judgment, and in light of the facts known at the time the decision was made, would have been expected to accomplish the desired result in compliance with all Legal Requirements and in a manner consistent with economy and expedition. Prudent Industry Practices are not necessarily defined as the optimal standard practice method or act to the exclusion of others, but rather refer to a range of action reasonable under the circumstances.

1.39 **“Punchlist Work”** means all incomplete minor elements of the Work identified in accordance with this Agreement following Substantial Completion, which, in accordance with Prudent Industry Practices, are not required for the commercial operation of the Project or for any approvals from Governmental Authorities.

1.40 **“Purchaser”** means the legal name of the entity sourced by Client which is obligated under a power purchase agreement to purchase the electricity produced by the System installed at the Project Site.

1.41 **“Request to Proceed”** means the Request to Proceed, attached hereto as **Schedule #12**, requesting Client’s approval to commence the Work.

1.42 **“Required Final Completion Date”** means the date that is [] days from Substantial Completion, as such date may be extended for any Excusable Delay or adjusted by mutual agreement

of the Parties in accordance with this Agreement.

1.43 “**Required Substantial Completion Date**” means the date that is [] days from Notice to Proceed, as such date may be extended for any Excusable Delay or adjusted by mutual agreement of the Parties in accordance with this Agreement.

1.44 “**Scope of Work**” means Services and Work, as detailed in **Schedule #17**, which shall include such construction and services necessary or incidental to fulfill the EPC Contractor’s obligations for the Project in conformance with this Agreement and the other Contract Documents.

1.45 “**Services**” means the pre-construction, architectural, design, engineering, permitting, and other professional services necessary or incidental to fulfill the EPC Contractor’s obligations for the Project in accordance with the Contract Documents.

1.46 “**Solar Array Design**” has the meaning given it in Section 11.2.3.

1.47 “**Expected Energy**” has the meaning given to it in Schedule #2.

1.48 “**Subcontractor**” means a person or entity retained or engaged by the EPC Contractor as an independent contractor as provided in Schedule 19, which can be amended from time to time with prior approval from the Client For purposes of this Agreement, Subcontractors shall include, but not limited to, architects, designers, electricians, engineers, and or other consultants and or professionals as may be engaged by the EPC Contractor for the Services and or the Work.

1.49 “**Substantial Completion**” means when the System is mechanically, electrically and structurally constructed in accordance with this Agreement and Prudent Industry Practices and the applicable work authorization such that EPC Contractor is able to issue the Substantial Completion Certificate, the form of which is set forth in Schedule #9, and is functionally complete and capable of delivering Energy to the interconnection point.

1.50 “**Substantial Completion Date**” means the date that EPC Contractor delivers the Substantial Completion Certificate in the form of Schedule #9 to Client, which will be no later than the Required Substantial Completion Date, subject to any extensions.

1.51 “**System**” has the meaning set forth in the Preamble.

1.52 “**System Specifications**” means the details of the System design and installation, set forth on **Schedule #2**.

1.53 “**Utility**” means [The Connecticut Light and Power Company d/b/a Eversource Energy], the local utility company that provides electricity to the Project Site.

1.54 “**Utility Requirements**” means all requirements of the Utility relating to the System and the Project, including those requirements set forth under the Interconnection Agreement, all such requirements to be performed in accordance with Prudent Industry Practices.

1.55 “**Work**” means all work, labor, fabrication, materials, equipment, supplies, accessories, hoisting, scaffolding, packaging, truck freight, delivery, disposal, power hookups, installations,

protection, shop drawings, supervision, permits, and or all other services and facilities necessary for the proper construction and completion, operation and maintenance of the Project in accordance with, and as are reasonably inferred from, the Contract Documents.

1.56 Terms not expressly defined in the Contract Documents shall be interpreted in accordance with generally established use of such terms within the architectural, engineering, electrical, and construction industries, assuming first class construction. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The words “agree,” “agreement,” “approval” and “consent” shall be deemed to be followed by the phrase “which shall not be unreasonably withheld, conditioned, or unduly delayed,” except as the context may otherwise require.

2. SCOPE OF WORK

2.1 EPC Contractor’s Services include all planning, programming, design and construction administration for the Project, including without limitation all necessary architectural design, engineering, zoning compliance, code compliance, budgeting and scheduling, as well as design for all temporary structures, rigging, hoists, scaffolding and bracing, all consistent with the Work. Anything in the Contract Documents to the contrary notwithstanding, EPC Contractor shall ensure that any existing elements of a building on which the Work is to be installed, including the structure of the existing building, is capable of supporting all of the Work in accordance with Prudent Industry Practice and Legal Requirements, including all Major Equipment. Notwithstanding any other provision in this Agreement to the contrary, the conditioning, preparation, repair, resurfacing, replacement or structural enhancement of the roof (a “Roof Renovation”) on which the System is to be placed shall be for the account of Client or Purchaser and shall not be for EPC Contractor’s account for any reason whatsoever. If a Roof Renovation is required to install the System, then Client or Purchaser shall undertake such Roof Renovation and if Client or Purchaser notify EPC Contractor that neither Client nor Purchaser will undertake such Roof Renovation, then all costs incurred by EPC Contractor to the date of such notice shall be reimbursed by Client thirty (30) days after EPC Contractor issues an invoice therefor. If a Roof Renovation is undertaken, then any completion date of such Roof Renovation which has the effect of delaying the installation of the System by the EPC Contractor shall be an excused delay and adjustments to any milestones in any schedule shall not result in EPC Contractor incurring any costs for such adjustments or becoming liable for Liquidated Damages as a result thereof.

2.2 The EPC Contractor shall be responsible for the supervision and coordination of the Scope of Work, including (i) the design, engineering, and necessary engineering detail as required by the Client with respect to the Project, (ii) all construction means, methods, techniques, sequences and procedures utilized, including those specified in the Contract Documents, and (iii) coordination among all Subcontractors, Material Suppliers, the Client, and Others. When Legal Requirements require that Services be performed by licensed professionals, the EPC Contractor shall provide those Services through the performance of qualified persons or entities duly licensed to practice their professions.

2.3 The EPC Contractor will work with Client to design an installation and work plan consistent with the Scope of Work and reasonably acceptable to Client. Upon written request of the Client, the EPC Contractor shall coordinate the services and necessary demarcations between services of any consultants, contractors, subcontractors or suppliers retained by the Client in connection with the Project

with those services provided by the EPC Contractor and or its Subcontractors and consultants.

2.4 The EPC Contractor shall confine operations at the Project Site to areas permitted by applicable Legal Requirements and the Contract Documents, and shall not unreasonably encumber the Project Site with materials or equipment. EPC Contractor shall be responsible for the security of the Project Site and all materials and equipment located therein.

2.5 The EPC Contractor shall be responsible for all cutting, fitting or patching of existing conditions required to complete the Work or to make its parts fit together properly.

3. EPC CONTRACTOR'S REPRESENTATIONS, WARRANTIES, COVENANTS AND RESPONSIBILITIES

3.1 The EPC Contractor has all necessary power and authority to conduct its business and enter into the transactions contemplated hereby. The EPC Contractor has the right to enter into and perform this Agreement, and the execution, delivery and performance of this Agreement and all other documents executed in connection therewith have been duly authorized and constitute valid and binding obligations of the EPC Contractor, each enforceable in accordance with its respective terms. The most recent copy of the resolutions and authorized agents, in the form of Schedule #21 attached hereto, provided by EPC Contractor to Client is a true, correct and complete copy, authorizing the execution, delivery and performance of this Agreement and any other documents to be executed in connection therewith, and such approvals and authorized agents have not been rescinded or amended as of the Effective Date.

3.2 The EPC Contractor represents that it and or its Subcontractors shall be duly licensed and registered to perform such portion of the Services and or Work as it or they shall be called upon to perform, as may be required in the jurisdiction where the Project Site is located in accordance with Legal Requirements. The EPC Contractor shall provide the Client, at or prior to the Effective Date or the execution of a Subcontractor agreement, as applicable, evidence of EPC Contractor or any Subcontractor(s) licensing and registration, respectively. Client will be notified promptly but in any event not later than two (2) Days of any changes, suspensions, or revocations of licenses held by either EPC Contractor or any Subcontractor(s), respectively.

3.3 The EPC Contractor covenants and agrees with Client to (i) furnish its commercially reasonable skill and judgment in performing the Services and Work and to cooperate with Client and Others in furthering the interests of Client with respect to the Project; and (ii) to perform the Services and Work in a manner that ensures Client's rights under any equipment or services warranties provided to or for the benefit of Client under this Agreement (whether by assignment or otherwise) are not impaired as a result of any actions or inactions by EPC Contractor or any Subcontractor hereunder.

3.4 The EPC Contractor represents and warrants that (i) it has visited the Project Site and has become familiar with all conditions under which the Scope of Work is to be performed, has correlated, and shall continue to correlate, all personal observations with the requirements of the Contract Documents, and shall make any necessary adjustments or corrections resulting therefrom, and (ii) the conditions under which the Scope of Work will be performed will not hinder the EPC Contractor from fulfilling its obligations under this Agreement.

3.5 EPC Contractor represents, warrants and confirms, that it is or will be, prior to the start of

any Work knowledgeable as to all (i) Legal Requirements, (ii) equipment manufacturer installation guidelines and warranty requirements applicable to the equipment and materials used in the Work and (iii) Utility Requirements. All Services and Work shall be done in accordance with this Agreement, all Legal Requirements and all warranty requirements. EPC Contractor shall give any and all notices required and comply with all Legal Requirements and Utility Requirements bearing on safety of persons or property or their protection from damage, injury or loss. EPC Contractor represents and warrants that any Subcontractor(s) will comply with the standards set forth in this Section 3.5 and covenants that EPC Contractor shall (i) ensure that any Subcontractors comply with this Section 3.5 and (ii) be liable for the failure of any Subcontractor(s) to comply with any Legal Requirements or warranty requirements.

3.6 EPC Contractor represents that the Contract Sum as set forth in this Agreement is based on the Project program requirements and the Contract Documents in existence as of the Effective Date.

3.7 EPC Contractor represents, warrants, and covenants that all labor wage payments made in connection with the performance of the Work shall be subject to prevailing wages. EPC Contractor represents and warrants that any Subcontractor(s) will comply with prevailing wage requirements for labor wage payments. EPC Contractor and any Subcontractor(s) shall comply with the requirements of Conn. Gen. Stat. Sec. 31-53(a), set forth below:

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Conn. Gen. Stat. Sec. 31-53(a), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

3.8 EPC Contractor represents and warrants that it will comply with all labor safety, health, and non-discrimination and or harassment Legal Requirements and that it will take all reasonable and practicable care to ensure a safe, healthy, and discrimination-free and or harassment-free environment at the Project Site. EPC Contractor represents and warrants that any Subcontractor(s) will comply with and covenants that it shall ensure that they do comply with all Legal Requirements for labor safety, health, and non-discrimination and or harassment. EPC Contractor represents and warrants that it, together with any Subcontractor(s), will comply with Purchaser's specific security procedures (as may be reasonably promulgated from time to time), and shall conduct activities in such a manner and such a time and day as to not unreasonably interfere with Purchaser's activities. [May include additional Purchaser-specific security requirements and protocols.]

3.9 EPC Contractor shall at all times during the performance of the Work and the duration of this Agreement maintain insurance from an insurance company reasonably satisfactory to Client as follows: (a) commercial general liability ("CGL") coverage of not less than One Million Dollars (\$1,000,000) (per occurrence)/Two Million Dollars (\$2,000,000) (aggregate); (b) automobile liability of not less than One Million Dollars (\$1,000,000); (c) worker's compensation of not less than the greater of (i) One Million Dollars (\$1,000,000) per accident/disease, and (ii) statutory requirements; (d) umbrella liability

of Five Million Dollars (\$5,000,000); I professional liability of not less than One Million Dollars (\$1,000,000) (per occurrence)/One Million Dollars (\$1,000,000) (aggregate), and, if subcontracting to an external Professional Engineer, such Subcontractor shall also maintain professional liability of not less than One Million Dollars (\$1,000,000) (per occurrence)/One Million Dollars (\$1,000,000) (aggregate) with the Client as an additional insured; and (f) property insurance in the form of an installation floater insuring property to be installed while in transit, at off-site storage, and onsite awaiting installation and after installation until job completion (together (a) through (f) is defined as "Insurance"). EPC Contractor shall provide Client with endorsements to the CGL policy, in form and substance satisfactory to Client, that include Client (and such other persons or entities as Client may reasonably designate hereafter) as an "additional insureds". The Insurance policies required hereunder shall contain a provision that coverages afforded under such policies will not be canceled or allowed to expire until at least 30 days' prior written notice to the Client. EPC Contractor shall provide the Client, within ten (10) Days of the Effective Date, evidence of the Insurance required in this Section 3.9. Client will be notified by EPC Contractor within ten (10) Days of any changes, suspensions, or cancellations of any Insurance required in this section 3.9.

3.10 EPC Contractor Insurance required in Section 3.9 must cover all actions or activities of any Subcontractor(s) for any Work or Services performed by any Subcontractor(s) or any Subcontractor(s) must purchase policies satisfactory to Client and provide evidence of said policies within five (5) Days of the execution of a Subcontractor agreement. Client must be notified promptly but no later than two (2) Days of any changes, suspensions, or cancellations of any Subcontractor(s) Insurance policies. EPC Contractor represents and warrants that it and all Subcontractors will enter into, and comply with, a Release, Hold Harmless and Indemnification Agreement, substantially in the form of **Schedule #22** attached hereto, for the benefit of the State of Connecticut associated with the Work at the Project Site.

3.11 EPC Contractor shall neither do, nor allow its Subcontractors to do, anything (or fail to do anything) whereby any of the insurance required by the provisions of Sections 3.9 and 3.10 shall or may be invalidated in whole or in part. If required to do so by Purchaser, Client shall have the right to review and revise the insurance requirements applicable to EPC Contractor and its Subcontractors during the term of this Agreement, including any extension, and to make reasonable adjustments to the types and amounts of, and terms pertaining to, insurance coverage required hereunder, as the Purchaser reasonably deems to be prudent, in its sole discretion under the circumstances, based upon increased costs of construction, inflation, statutory law, court decisions, claims history, and other relevant factors.

3.12 All products and completed operations coverage required to be maintained by EPC Contractor shall continue to be maintained for at least three (3) years following Final Completion Date.

3.13 On or before the tenth (10th) business day preceding every subsequent anniversary of the Effective Date prior to the Final Completion Date, Licensee agrees to furnish to Client one (1) or more certificates of insurance evidencing that EPC Contractor has obtained the insurance required hereunder. Each certificate of insurance shall be in such form as is supplied or approved by Client, fully executed by an insurance company or companies satisfactory to Client, and shall specify the amounts of deductibles, if any, for each type of coverage in the policy or policies. Deductibles shall not exceed amounts approved by an authorized representative of the Client in writing. Licensee shall produce, and shall require its Contractors to produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by Client. In providing said policies, EPC Contractor, may redact provisions of any policy that are clearly proprietary. If, at any time prior to the Final Completion Date, EPC Contractor shall fail to provide any such insurance documentation within five (5) business days

period, or duly maintain (or ensure that its Subcontractors maintain) all required insurance coverage in full force and effect, then the Client, in addition to any other remedies it may have, all of which are reserved for the Client, may procure or provide alternate insurance coverage and charge EPC Contractor the cost thereof, which amounts shall then be promptly paid by EPC Contractor to the Client. Copies of all required insurance policies shall be retained by EPC Contractor until three (3) years after the Final Completion Date.

3.14 All of EPC Contractor's insurers shall be licensed to do business in the State of Connecticut and be rated A-(VIII) or better by the latest edition of A. M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement therefor. All insurance required hereunder (other than errors and omissions coverages) shall be written on "occurrence" basis (as opposed to "claims made") basis.

3.15 EPC Contractor shall be fully and solely responsible for and thus shall pay any and all costs and expenses as a result of any and all coverage deductibles. None of EPC Contractor's insurers shall have any right of subrogation or recovery against the Client or the Purchaser, all of which rights are hereby waived by EPC Contractor. All insurance maintained by EPC Contractor shall be primary and noncontributory and shall not be in excess of any other insurance.

4. SUBCONTRACTOR(S); SUBCONSULTANTS; SUPPLIERS

4.1 EPC Contractor shall hire, retain, contract with, and manage such Material Suppliers and Subcontractor(s) as EPC Contractor shall deem necessary to perform and complete the Scope of Work subject to the terms of this Agreement.

4.2 EPC Contractor shall be responsible for providing Subcontractor(s) with all necessary Project Site direction and supervision. Absent default or EPC Contractor's failure to perform as described herein, the Client shall not assume any responsibility for Subcontractor(s), including completion of the Scope of Work, payment for services, or any other supervisory responsibilities.

4.3 EPC Contractor shall be solely responsible for the selection and retention of Subcontractor(s) provided that (a) they are selected from the list of contractors set forth as **Schedule #19** and (b) prior to EPC Contractor engaging any such Subcontractor, and or any Material Supplier for the Major Equipment, EPC Contractor shall furnish Client with the name, address, credentials and other relevant information with respect to such party and shall not engage same where Client has issued written notice of reasonable objection to same within ten (10) Days of such furnishing by EPC Contractor; provided, that such reasonable objection is based on objective factors suggesting to a reasonable contractor that such subcontractor should not be engaged to perform services on the Project. EPC Contractor shall, furnish Client with a list of the names and addresses of all such Subcontractor(s) and or Material Suppliers to be used for the Project upon the execution of this Agreement.

4.4 All agreements with Subcontractors and or Material Suppliers shall reasonably conform to the applicable payment provisions of this Agreement, consistent with Legal Requirements, and Utility Requirements. EPC Contractor shall pay any amounts due to any Subcontractor or supplier, whether for labor performed or materials furnished, not later than thirty days after the date the EPC Contractor receives payment from Client which encompasses labor performed or materials furnished by such

Subcontractor or supplier. EPC Contractor agrees to include in each of its subcontracts a provision requiring each Subcontractor and supplier to pay any amounts due any of its subcontractors or suppliers, whether for labor performed or materials furnished, not later than thirty days after the date such Subcontractor or supplier receives a payment from EPC Contractor which encompasses labor performed or materials furnished by such Subcontractor or supplier. EPC Contractor shall require and cause each Subcontractor to provide lien waivers and releases in favor of Client prior to receiving progress payments and final payments in the form of **Schedule #13**. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and or Material Supplier and Client, nor create any obligation on the part of Client to pay or to see to the payment of any sum to any such Subcontractor and or Material Supplier.

4.5 EPC Contractor shall perform all of its obligations and agreements with each of its Subcontractors and or Material Suppliers and shall fully pay each such party the agreed price for its equipment, Services and or Work properly completed in a timely manner, but in any event, in accordance with the terms of any agreement with such Subcontractors and Material Suppliers. In the event EPC Contractor fails to pay any Subcontractor and or Material Supplier as required, Client shall have the option (but not the obligation), upon written notice to EPC Contractor, to pay such party directly and deduct the sum so paid from the Contract Sum.

5. SUPERVISION; PERFORMANCE OF THE WORK; CONSTRUCTION SERVICES

5.1 The Services and Work shall be supervised by the individuals ("EPC Contractor's Supervisors") identified in **Schedule #5** attached hereto. EPC Contractor's Supervisors assigned to the Project shall, if required under Legal Requirements, be duly licensed in the city and state of the Project Site. EPC Contractor's Supervisors are the only individuals authorized to supervise and direct the performance of the Scope of Work and EPC Contractor shall not, except upon the request of, or with the approval of, Client in each instance, which request or approval shall not be unreasonably withheld, make any substitutions to EPC Contractor's Supervisors. EPC Contractor's Supervisors shall be authorized to act for EPC Contractor in all matters relating to the Scope of Work (other than any action, failure to act, or alteration in either that would materially change the agreed upon terms of this Agreement), and all directions given by them shall be as binding as if given to EPC Contractor. EPC Contractor's Supervisors shall be available for consultation with Client, and others during normal business hours and shall not accept any other assignment that could materially affect their attention to the performance of the Services or Work, as applicable.

5.2 EPC Contractor shall supervise the performance of the Service and Work to achieve timely completion of the Project in accordance with the provisions of this Agreement. EPC Contractor shall keep Client (or Client's Agent) reasonably informed of the progress and quality of the Work.

5.3 EPC Contractor will promptly order all equipment, including any Major Equipment, required for the Work after the Client provides (i) written approval of the Construction Documents and Project Schedule and (ii) written acceptance of EPC Contractor's executed Request to Proceed. If the Construction Documents and Project Schedule are approved by Client, but Notice to Proceed has not been issued by the date listed in the Project Schedule, then each of the subsequent dates listed in the Project Schedule shall be extended by the number of Days between the later of the dates the Construction Documents or Project Schedule was approved and date on which the Notice to Proceed is issued.

5.4 EPC Contractor will give Purchaser prompt and reasonable notice in writing of differences, other than de minimis differences, between the materials and equipment specified in the Contract Documents and any proposed substitutions.

5.5 EPC Contractor, Purchaser, and Client shall, to the extent reasonable and practicable, agree on a date for delivery of Major Equipment and for the installation thereof. If the agreed delivery date is postponed in excess of ten (10) Days at the request of the Client after the Major Equipment has been purchased by EPC Contractor, then EPC Contractor shall put such equipment in safe storage at the Project Site at Client's expense. If the agreed delivery date is postponed or materials are not permitted to be stored at Project Site, such delay will be considered an Excusable Delay, and Contractor shall be provided a day for day increase in Required Substantial Completion Date.

5.6 EPC Contractor and or its Subcontractor(s) shall install all Major Equipment in accordance with the manufacturer's guidelines and specifications so as to preserve all manufacturer warranties.

5.7 EPC Contractor and or its Subcontractor(s) shall install all electrical equipment, conduit and wiring in accordance with current National Electrical Code standards (NEC 2017) as required by the Government Authorities, and such installation shall conform to all Legal Requirements and Utility Requirements. Wiring must be UL-listed, with labeling to show the voltage rating.

5.8 Upon completion of installation of the Major Equipment, EPC Contractor will test the Major Equipment in accordance with each manufacturer's installation instructions, conditions, warranties, Legal Requirements and Utility Requirements. Testing will verify that the performance of the Major Equipment performance is as specified by the Contract Documents, that all components are in proper working order, and that the Client understands the general operating principles of the System. EPC Contractor shall, following Substantial Completion, prepare and submit to the Client one (1) set of final as-built drawings, single or three line drawings as per Utility Requirements, all shop drawings and test reports, including performance test reports and "commissioning" documents, each in sufficient detail to allow the operations and maintenance of the Project and documenting how the various elements of the Scope of Work were actually constructed or installed at the Project, in addition to those items set forth on **Schedule #4**.

5.9 EPC Contractor shall keep the Project Site reasonably free from an accumulation of waste material and rubbish on a regular basis and shall, during the course of the Work and at the completion of the Scope of Work, remove from the Project Site all rubbish, implements and surplus materials and leave the building and premises at the Project Site broom clean.

5.10 Client shall have the right to retain, at its sole cost and expense, the services of a construction manager or independent advisor to advise it with respect to, and to monitor EPC Contractor's performance of, the Work under this Agreement. At such time as Client shall have retained any such person, Client shall advise EPC Contractor in writing of the name of such person ("Client's Agent"), who shall thereafter be responsible to visit the Project Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work. Client's Agent may act on Client's behalf to reject any Work that materially fails to conform with the Contract Documents.

5.11 EPC Contractor shall promptly correct all Work that is rejected by the Client or Client's Agent as faulty, defective, or failing materially to conform with the Contract Documents. The EPC Contractor shall bear all costs and expenses associated with correcting such rejected Work, including, without limitation, any additional testing and inspections if applicable.

6. CONTRACT TIME; PROJECT SCHEDULE

6.1 The Project Schedule shall be as attached as **Schedule #3** hereto and EPC Contractor shall provide regular updates thereto, for review and approval by the Client in Client's reasonable discretion, in both hard copy and electronic form. The Project Schedule shall indicate the dates for the start and completion of the various stages of the Work including the dates when information and approvals are required from Client. EPC Contractor shall consult with Client as to the sequence, procedure, and method of carrying out the Work, and EPC Contractor shall schedule the Work and the placing of materials and equipment orders so as not to unreasonably interfere with the operations of Client or Purchaser. EPC Contractor shall complete all portions of the Work necessary to achieve any milestone dates as set forth in the Project Schedule.

6.2 Notwithstanding any other provision of this Agreement to the contrary, EPC Contractor agrees that it shall not interconnect the Project to the Utility or otherwise energize the System without Client's prior written approval.

6.3 Except as provided herein, EPC Contractor shall achieve Substantial Completion and Final Completion of the Work not later than the Required Substantial Completion Date and the Required Final Completion Date, respectively. The Required Substantial Completion Date or the Required Final Completion Date shall not be extended unless agreed to by written Project Change Order signed by Client and EPC Contractor provided that EPC Contractor shall be entitled to Project Change Orders either extending time or modifying the Contract Sum or both for: (a) site specific items discovered during the due diligence phase or construction phase which EPC Contractor reasonably did not anticipate; and (b) delays caused by Client, Purchaser, the Utility, Governmental Authorities or parties beyond EPC Contractor's control. Time is of the essence with respect to the EPC Contractor's obligations hereunder, including without limitation the EPC Contractor's obligation to achieve Substantial Completion prior to the Required Substantial Completion Date and Final Completion prior to the Required Final Completion Date.

6.4 EPC Contractor acknowledges and agrees that a breach of its covenants in Section 6.3 may result in Client suffering damages that are difficult, if not impossible, to determine and that the Liquidated Damages described below are a fair and reasonable estimate of the damages which Client is expected to suffer in the event of such a breach. EPC Contractor further agrees that in the event that EPC Contractor breaches its covenant in Section 6.3, Client shall be entitled to recover Liquidated Damages in the amount of \$100.00 per MW of the Final Project Size per day, commencing on the Required Substantial Completion Date and ending on the earlier of (i) the actual achieved Substantial Completion Date, (ii) the date that Client exercises its right to terminate this Agreement, or (iii) the date that is twelve (12) months after the Required Final Completion Date provided however, that Liquidated Damages shall be capped at fifteen percent (15%) of the Contract Sum. EPC Contractor hereby waives the argument that the Liquidated Damages are equivalent to the assessment of a penalty on EPC Contractor. Client may deduct the aforesaid Liquidated Damages from any unpaid amount then or thereafter due to EPC Contractor under this Agreement. Any Liquidated Damages not so deducted from

any unpaid amounts due to EPC Contractor shall be immediately due and payable to Client upon demand.

7. SAFETY

7.1 The EPC Contractor, either directly or through the Subcontractors, shall use commercially reasonable efforts to enforce reasonable safety procedures (including without limitation all safety procedures required by Purchaser, Legal Requirements and those that constitute Prudent Industry Practice), discipline and good order among Subcontractor(s) or other persons performing the Scope of Work.

7.2 The EPC Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees or other persons at the Project Site, including employees of Purchaser or any Other parties; (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off Project Site, under care, custody or control of the EPC Contractor, its Subcontractors and or Material Suppliers; and (c) the Purchaser's buildings and other property at the Project Site or adjacent thereto.

7.3 The EPC Contractor agrees that the prevention of accidents to workers, volunteers, and Others engaged in the Work is the responsibility of the EPC Contractor and the EPC Contractor agrees to comply with all Legal Requirements concerning safety applicable to the Work.

7.4 The EPC Contractor shall report in writing to the Client, no later than twenty-four (24) hours after the occurrence of, all accidents whatsoever arising out of or in conjunction with the performance of the Work whether on or adjacent to the Project Site, which cause death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported as soon as possible but in no event more than four (4) hours after, by telephone or messenger to the Client. If any claim is made by anyone against the EPC Contractor and or any Subcontractor on account of any accident, the EPC Contractor shall report the facts in writing to the Client as soon as possible but in any event no later than five (5) Days after the claim is made.

7.5 The EPC Contractor shall have in place a site-specific health and safety plan, subject to Client's reasonable review and approval. Such plan shall include all necessary emergency contact numbers as well as the location of closest hospital.

7.6 The EPC Contractor, and all of its Subcontractors, shall comply with Purchaser's specific security procedures (as outlined Schedule 22, as may be reasonably amended or promulgated from time to time), and shall conduct activities in such a manner and such a time and day as to not unreasonably interfere with Purchaser's activities. The EPC Contractor shall provide appropriate documentation demonstrating that personnel working on behalf of the EPC Contractor or any Subcontractors on the Project Site have successfully completed a background check as outlined in Schedule 23.

8. MATERIALS; TRANSFER OF TITLE; RISK OF LOSS

8.1 All materials and equipment are to be new and shall be free of defects and improper workmanship, unless otherwise specified. All materials shall be fully compliant with standards and System Specifications and all other applicable Legal Requirements and Utility Requirements. Materials and equipment shall not be subject to any conditional bill of sale, security agreement, financing

statement, chattel mortgage, or any other claim, lien or encumbrance.

8.2 Title to all or any portion of the Work covered by any application for payment shall pass to Client upon the first to occur of payment therefor to EPC Contractor pursuant to this Agreement or delivery of such items to the Project Site. Title to all such Work (including the Major Equipment and any EPC Contractor-supplied equipment and materials) shall pass free and clear of all liens; provided, however that Client has paid all amounts then due and owing to EPC Contractor in respect of such Work. Notwithstanding the transfer of title to Client, EPC Contractor shall be responsible for the care, custody, control, protection and safe keeping of all Work (and will maintain the risk of loss with respect to all Work) and once delivered to the Project Site, all equipment and materials, including all Major Equipment, provided by EPC Contractor, any Subcontractor or any Material Supplier, in each case, until the transfer of care, custody and control of the System to Client on the Substantial Completion Date.

9. PERMITS; FEES

9.1 EPC Contractor and or Subcontractor(s), at EPC Contractor's sole cost and expense, shall secure all permits and approvals (as listed on Schedule #18) required for the development, construction, use or occupancy of permanent structures or for permanent changes in existing facilities. EPC Contractor shall keep Client informed on a reasonably current basis of the progress of such applications and provide Client with copies of all permits and approvals obtained.

For those Utility interconnection applications and accompanying fees submitted by Client or other entity to the Utility prior to the Effective Date, Client shall provide EPC Contractor with evidence of such submittal and a confirmation that such interconnection applications are in good standing and do not require further submissions of either documentation or fees, as of the date of this Agreement. For those Utility interconnection applications and accompanying fees not submitted by Client to the Utility prior to the Effective Date, EPC Contractor shall pay all fees due to the Utility in connection with the Utility Interconnection Agreement, including application fees (except in instances where application fees have already been paid by Client or other entity). Except as required by the Contract Documents, EPC Contractor shall not be responsible for payment for upgrades or changes to any existing Project Site electrical system(s), equipment (other than the Major Equipment needed for the photovoltaic System in **Schedule #1**), or survey/research projects that may or may not be required by the Utility, upgrades or changes to Utility-owned equipment, or Utility-supplied electrical service, which shall be the sole responsibility of Client. EPC Contractor shall use commercially reasonable efforts to determine if the Utility will require any such surveys, upgrades or changes to Utility-owned equipment, or Utility-supplied electrical service, and shall advise Client with respect to same as soon reasonably practical. EPC Contractor shall ensure that all designs comply with Prudent Industry Practice, all applicable Legal Requirements and Utility Requirements. EPC Contractor understands and agrees that design changes are not permitted unless approved by the Utility pursuant to the Interconnection Agreement. The status of the interconnection applications is listed in Schedule #17, Detailed Scope of Work, Section 10, Interconnection Application Status.

10. REBATES; CREDITS; INCENTIVES

10.1 EPC Contractor shall, at its own cost and expense, use commercially reasonable efforts to advise Client about, and to assist Client in applying for, available rebates, incentives, credits and the like, whether from manufacturers, utilities, governmental entities and or others, arising from or related to the purchase and installation of the System and or Major Equipment and or other aspects of the Scope of Work, all of which shall be the sole property of Client. It is understood and agreed that EPC Contractor

shall have no responsibility for, and shall not be obligated to Client in the event that, any rebate, incentive, credit or the like is not brought to Client's attention, or is not available to or obtained by Client.

11. PRIOR SERVICES AND PRE-CONSTRUCTION SERVICES

11.1 EPC Contractor and Client acknowledge that EPC Contractor has provided certain preliminary Services with respect to the Project prior to the date of execution of this Agreement by the Parties and agree that all such services previously performed are deemed to be Services as defined herein and to be provided in accordance herewith, and are included in the Contract Sum. Client will execute the Connecticut Department of Revenue Services CERT-140 to enable EPC Contractor to relieve EPC Contractor from the burden of proving that the sale and storage, use, or other consumption of solar energy electricity generating systems, including equipment related to the system and the sale of services related thereto, are not subject to Connecticut sales and use taxes. If any sales or use tax is assessed on EPC Contractor, then, to the extent EPC Contractor contests such tax, Client will assist EPC Contractor in such contest. After the Effective Date, if EPC Contractor's economics are impacted negatively by the enactment, application or interpretation of any sales, use or other tax law or regulation, by any other change in law, or by any change in EPC Contractor's assumptions, including those on Schedule #2 (System Specifications), then EPC Contractor shall notify Client and the provisions of Section 15 (Claims, Changes(s) to Scope of Work or Schedule of Work) shall apply.

11.2 All pre-construction Services under this Article 11 are included in the Scope of Work and covered by the warranties provided hereunder. The following specific engineering reviews, feasibility assessments and construction designs shall be completed as part of the pre-construction Services:

11.2.1 A summary of all Permits and Approvals necessary to construct, own and operate the project in accordance with Legal Requirements in the form of **Schedule #18**.

11.2.2 An initial structural engineering report, which will include geotechnical studies, for Ground Mount and Carport Projects will be performed by EPC Contractor's engineer and or engineering Subcontractor to ascertain whether the Project Site is structurally sound and capable of supporting the Project as designed, and both the report and final designs will be stamped and signed by a certified Professional Engineer.

11.2.3 Client has developed the initial layouts of the solar photovoltaic panels and associated equipment. Based on the initial layouts, EPC Contractor shall develop detailed designs, which shall be stamped and signed by a certified Professional Engineer and consistent with any Permit Applications ("**Solar Array Design**") EPC Contractor will also provide a production report to accurately determine the expected energy production of the Project based on the proposed Solar Array Design. The Client will review such submittals promptly and notify the EPC Contractor if such Solar Array Design and production report is acceptable within ten (10) Days after receipt. Notwithstanding anything to the contrary in the Contract Documents, the Client's review and or approval of the Solar Array Design, any other Construction Documents, and or any other element of EPC Contractor's Services or Work shall not be construed as a waiver of negligent or defective Services or Work nor shall any such review or approval excuse EPC Contractor and or Subcontractors of any obligation or liability arising from the Services and or Work.

11.2.4 An electrical design consisting of single line diagrams will be developed and

presented to the Client based on the approved Solar Array Design. An engineering review will be performed by EPC Contractor's engineer and or engineering Subcontractor(s) to determine the feasibility of interconnecting the solar electric System to the Project Site's electrical system, and the final designs will be stamped and signed by a certified Professional Engineer. The production report will be updated with any changes.

11.2.5 EPC Contractor shall review the Project with Purchaser's Utility company to determine the method for Utility interconnection acceptable to the Utility. The EPC Contractor shall interconnect the System in accordance with all Utility Requirements.

11.2.6 The cost of conducting the above pre-construction Services is included in the Contract Sum. Except as expressly provided herein, in the event that Client, in its sole determination, elects not to pursue construction of the Project and or terminates this Agreement in accordance with Article 18 herein, EPC Contractor shall not be entitled to any compensation and or reimbursement on account of such pre-construction Services except as set forth for Work listed on Schedules #6 and #20 and in Articles 13 and 18.

12. COORDINATION WITH PURCHASER AND CLIENT

12.1 Client shall disclose to EPC Contractor any and all conditions concerning the Project Site (including all latent and patent conditions) if known to Client from disclosure by Purchaser in writing and not otherwise readily observable from EPC Contractor's inspection of the Project Site which may materially affect the execution of the Work in connection with the Project, including but not limited to the following information, if in its possession:

12.1.1 Information describing the physical characteristics of the Project Site, including surveys, Project Site evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions and environmental studies, reports, and investigations.

12.1.2 Tests, inspections, and other reports dealing with Hazardous Material and or other existing conditions, including structural, electrical, mechanical and or chemical tests, required by the Contract Documents and or the Legal Requirements.

12.1.3 Any other information or services reasonably requested in writing by EPC Contractor which are or may be necessary for EPC Contractor's performance of the Scope of Work, provided (a) such information is available to Client without incurring commercially unreasonable expense based on the value of the Project, and (b) is not included in EPC Contractor's Scope of Work.

12.1.4 Specific engineering criteria to be included in the design as needed by Client to satisfy Client's financing criteria.

Client's failure to disclose any information, either unintentionally or because of actual lack of knowledge, shall not form the basis of any claim or liability against Client. EPC Contractor is ultimately responsible for inspecting the Project Site and recognizing any conditions that would hinder or impede the Scope of Work.

12.2 EPC Contractor shall coordinate with Purchaser to (re)move any of Purchaser's existing equipment or property as may be required based on the approved Solar Array Design, or in EPC

Contractor's judgment, could or would interfere with the Project, provided that EPC Contractor has identified same for Client at the time of the EPC Contractor's submission of the proposed Construction Documents for Client's review and written approval. Upon Client's request, EPC Contractor will provide Client with a written Project Change Order for the purposes of moving/removing any such equipment or property if such action materially affects cost of the Scope of Work.

12.3 Client, acting through Purchaser, shall be solely responsible for providing a communications link to the location of the inverters, for the purpose of connecting the Data Acquisition System ("DAS") with the Purchaser's existing computer network.

12.4 Client, acting through Purchaser, shall be solely responsible for providing EPC Contractor with Purchaser's access to personnel as and when necessary for EPC Contractor to complete interconnection of the photovoltaic System with the existing electrical service(s) and or Utility or other necessary tasks at Purchaser's premises.

12.5 Client or its designated agent shall visit the Project Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work. Neither Client's visits nor its review of Work or Services shall excuse or relieve EPC Contractor for proper performance of the Services or Work in accordance with the Contract Documents.

12.6 Purchaser shall be solely responsible for any Hazardous Materials at the Project Site that were not brought to the Project Site by EPC Contractor and or any Subcontractor. Purchaser shall take all necessary precautions with respect to such Hazardous Materials and shall be responsible for removal of such Hazardous Materials where necessary in EPC Contractor's reasonable judgment to enable EPC Contractor to complete the Work.

12.7 Purchaser shall make the Project Site available to EPC Contractor according to the dates specified in the Project Schedule as applicable and during the course of the Work. Purchaser, Client, and EPC Contractor will cooperate with one another in a commercially reasonable manner to accomplish the Work in accordance with the Project Schedule. Purchaser shall secure all land and access rights necessary for the development, construction and operation of the System. From the date of the Notice to Proceed up to and including the date that Final Completion is achieved.

13. CONTRACT SUM; PAYMENTS ON ACCOUNT OF CONTRACT SUM

13.1 The total amount to be paid for the Services and the Work is [REDACTED], which is calculated by multiplying [REDACTED] (the "Initial Project Size", in units of Watts) by \$[REDACTED] per Watt, (the "Contract Sum") and includes all amounts due to the EPC Contractor for the proper performance and completion of the Work, including without limitation all amounts due on account of Subcontractors and or Material Suppliers, all insurance premiums, all overhead and profit, reimbursable expenses, general conditions, contingencies, and other costs of work. To the extent Client approved Solar Array Design is less than the Initial Project Size, **Schedule #6** and **Schedule #20** shall be adjusted to reflect the new Contract Sum, which is calculated by multiplying the Client approved Solar Array Design size (the "Final Project Size", in units of Watts) by \$[REDACTED] per Watt. To the extent that the Solar Array Design and / or the Expected Energy are adjusted after the Effective Date of this Agreement, such adjustments shall be approved by Client and if they are different to the details specified in Schedule #2, the Contract Sum will be adjusted to ensure Client's expected economic benefit as at the Effective Date of this Agreement remains unaffected by the changes to the Solar Array Design and / or the

Expected Energy. Any costs or expenses of any kind incurred by EPC Contractor, Subcontractor(s), and or Material Suppliers in excess of the Contract Sum shall be paid by EPC Contractor and or Subcontractor(s), and or the Material Suppliers without reimbursement by Client; provided however the Contract Sum is subject to additions, deletions, and or changes in the Scope of Work for the Project made in accordance with Project Change Orders entered into, or otherwise, as provided in this Agreement.

13.2 EPC Contractor shall submit payment applications on account of Services and Work performed consistent with the intervals for performance set forth in **Schedule #6** and the schedule of values set forth in **Schedule #20** of this Agreement and otherwise monthly on account of other reimbursable costs and expenses as expressly provided in this Agreement. Each payment application shall include (i) a completed disbursement request, in the form of **Schedule #15** attached hereto (ii) the items listed in **Schedule #16**.

13.3 EPC Contractor shall provide a performance bond in Client's favor in an amount equivalent to one and three quarters percent (1.75%) of the Contract Sum upon Substantial Completion. The performance bond shall be released upon the fifth anniversary of the Final Completion Date, provided that:

13.3.1 Any warranty claims arising out of this Agreement have been resolved to the reasonable satisfaction of Client, Client's Agent, or Client's warranty manager;

13.3.2 There are no outstanding or unresolved warranty claims related to EPC Contractor, whether arising out of this Agreement or any other agreement between Client and EPC Contractor; and

13.3.3 EPC Contractor has not defaulted or failed (or neglected) to carry out the Scope of Work or otherwise breached this Agreement or was grossly negligent, fraudulent or committed willful misconduct in the course of performance of the Services or Work.

13.4 In addition to the original Contract Sum as stated in Section 13.1 above and payments in respect thereof as provided in Section 13.2, EPC Contractor shall invoice Client for any and all extra costs incurred, pursuant to or as a result of any Project Change Orders for such Services or Work authorized thereunder. Client shall remit payment to EPC Contractor on account of such undisputed amounts within thirty (30) Days.

13.5 Subject to provisions of this Agreement, where Client has failed to remit any payment when due to EPC Contractor, following EPC Contractor's written notice thereof and Client's failure to cure such payment within ten (10) Days of receipt such notice, pursuant to Connecticut General Statutes §42-158j(c)(4), such delinquent amounts shall accrue interest at the rate of 1% per month from the date such notice is received until paid. In addition, in the event that Client shall fail to make any payments as and when required by this Agreement, and subject to EPC Contractor having given Client written notice of late payment and where such payment breach continues following thirty (30) Days from the date such payment was due, EPC Contractor may issue written notice to Client, in its sole and absolute discretion, of (i) a suspension of its performance under this Agreement until such late payment(s) are received, or (ii) a termination in accordance with Article 18. Any such suspension or termination by EPC Contractor in accordance with this Section shall not abridge or limit any claim by EPC Contractor for any and all damages to the extent provided under this Agreement or otherwise available to it under

Legal Requirements.

13.6 Notwithstanding the foregoing, if any mechanic's liens or other claims are filed or maintained against the Purchaser's buildings or improvements or real estate appurtenant thereto, for or on account of any Services or Work or furtherance of the Work, then it shall be the obligation of EPC Contractor to make provisions satisfactory to Purchaser for the satisfaction of such liens of claims before Client makes any payment hereunder; provided, however, that in no event may Client withhold from any payment due to EPC Contractor an amount which is more than 150% of the amount stated in any such mechanic's lien(s). Notwithstanding the foregoing, EPC Contractor shall cause any such liens to be satisfied or discharged by bond, at EPC Contractor's sole expense, within thirty (30) Days of the filing of such liens, provided that Client has paid EPC Contractor all amounts as are due and payable pursuant to the terms of this Agreement, including any and all amounts which had been withheld by Client as provided herein.

13.7 The sums paid under this Agreement shall be deemed to be in full consideration for the performance by EPC Contractor of all its duties and obligations under the Contract Documents and EPC Contractor shall have the full continuing responsibility to install the materials and supplies purchased in accordance with the provisions of the Contract Documents, to protect the same, to maintain them in proper condition and to forthwith repair, replace and make good any damage thereto without cost to Client, except as provided to the contrary by this Agreement, including to the extent such loss is covered under property Insurance required by Client pursuant hereto.

14. CLIENT'S REPRESENTATIVE

14.1 As provided in Section 5.10 of this Agreement, Client may designate a representative who shall have full power and authority to perform Client's obligations, to give Client's approval, and to bind Client under this Agreement ("*Client's Agent*").

15. CLAIMS; CHANGE(S) TO SCOPE OF WORK OR SCHEDULE OF WORK

15.1 Any and all agreements for changes in the Scope of Work between EPC Contractor and Client shall only be effective if by written Project Change Order which may be submitted by either Client or EPC Contractor. The Contract Sum shall be adjusted to reflect any agreed-upon changes in the Scope of Work as set forth in approved Project Change Orders, and the effect of any Project Change Order on the Contract Sum and or Project Schedule shall be indicated in writing therein. The Client shall review and approve in writing any changes to the design and or other changes requiring changes to the Construction Documents within ten (10) Days after any submission of any proposed changes to the Client. If physical changes to the Project Site are necessary in order to accommodate proposed changes in the Work not otherwise contemplated by the Contract Documents, the Scope of Work, and or reasonably foreseeable by the EPC Contractor, the Client shall be solely responsible for the cost of effectuating such physical changes.

15.2 If Client, at its sole discretion, elects to not approve a Project Change Order recommended by EPC Contractor, EPC Contractor may elect, at its sole discretion, to settle any difference or dispute through the dispute resolution process in Article 20 of this Agreement.

15.3 Subject to this Article 15, EPC Contractor shall not be responsible for delays caused by Force Majeure. If adverse weather conditions are the basis for a claim for Force Majeure, such Claim

shall be documented by data substantiating that weather condition. EPC Contractor shall use all reasonable efforts to avoid work stoppages, interruptions, disputes or strikes where reasonably possible and practical and shall at all times maintain Project-wide labor harmony among all Subcontractors and or Material Suppliers. To the extent reasonably practicable, within forty eight (48) hours after commencement of a Force Majeure event, EPC Contractor shall provide Client with written notice of the Force Majeure event and the intent to claim such occurrence as a Force Majeure event, and within five (5) days of the commencement of a Force Majeure event, EPC Contractor shall provide Client with notice in the form of a letter describing in detail the particulars of the occurrence giving rise to the Force Majeure claim.

15.4 EPC Contractor shall promptly give Client written notice but no later than five (5) Days after the occurrence of an event or circumstance which could not have reasonably been foreseen by EPC Contractor with respect to the timing of completion of the Work or giving rise to a change in the Scope of Work that it reasonably believes requires a Project Change Order (a “**Claim**”). Except in an emergency, EPC Contractor may not proceed with any changes in the Work resulting from a Claim absent a Project Change Order.

15.5 The execution of a Project Change Order by the EPC Contractor shall constitute conclusive evidence of the EPC Contractor’s agreement to the ordered changes in the Work, the Contract Documents as thus amended, the EPC Contractor’s compensation and the Required Substantial Completion Date. The EPC Contractor, by executing the Project Change Order, waives and forever releases any claim against the Client for additional time or compensation for matters relating to or arising out of or resulting from the executed Project Change Order, unless such request for additional time or compensation is based on labor disputes, fire, unusual delay in the deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the EPC Contractor’s control, unforeseen field conditions that cannot be reasonably anticipated or expected, or by other causes which the Client determines justify additional time and or compensation.

15.6 In the case of a Project Change Order and or changes in the Work, the Client and the EPC Contractor may determine that EPC Contractor’s compensation for each such Project Change Order and or change in the Work may be either a stipulated sum, or the actual cost of such work plus EPC Contractor’s fee, or otherwise. If the EPC Contractor’s compensation for any change in the Work is based on the actual cost of such work plus EPC Contractor’s fee, total mark-ups on the Project Change Order shall be limited to 15% of the cost of such work, which cost of work shall include design services, if applicable. The foregoing 15% fee shall include all overhead, profit, insurance, and general conditions costs. In no event shall the aggregate markup on a Project Change Order exceed the foregoing percentages.

16. SYSTEM OPERATION AND MAINTENANCE

16.1 Upon Substantial Completion Seller may, in its sole discretion, elect to retain O&M Contractor to perform operation and maintenance services for the System. If Seller decides to have O&M Contractor perform such services, Seller and O&M Contractor shall enter into an operation and maintenance agreement, in the form of attached hereto as Schedule #7 (the “Operation and Maintenance Agreement”).

17. HAZARDOUS MATERIALS

17.1 The Scope of Work to be performed by EPC Contractor pursuant to the Contract Documents, and the compensation to be paid to EPC Contractor pursuant to this Agreement and the Contract Documents, expressly excludes work or service of any nature associated or connected with the identification, abatement, cleanup, control, or removal of environmentally Hazardous Materials. The term “**Hazardous Materials**” includes, but is not limited to, heavy metals, asbestos, and PCBs discovered in or on the Project Site.

17.2 Except for any Losses (as defined herein) arising from or related to the negligent or willful act or omission of EPC Contractor, any Subcontractor, Material Supplier and or any Other person engaged by EPC Contractor and or any Subcontractor and or their employees and agents, or as described in Section 18.5, Client shall indemnify and hold EPC Contractor, its officers, directors, shareholders, agents and employees harmless from and against any and all claims, demands, damages or causes of action and associated costs (including EPC Contractor’s reasonable and documented attorneys’ fees) (collectively, “**Losses**”) in any way arising out of the presence, suspected presence, or release of any Hazardous Materials into the air, soil, or any water system or water course, or in connection with any actions taken in connection with respect thereto, or with respect to any actions or proceedings in connection therewith, including but not limited to any action to enforce this indemnity.

17.3 EPC Contractor shall indemnify and hold Client, their officers, directors, shareholders, agents and employees harmless from and against any and all Losses in any way arising out of the presence, suspected presence or release of any Hazardous Materials into the air, soil, or any water system or other course, or in connection with any actions taken in connection with respect thereto, or with respect to any actions or proceedings in connection therewith, including but not limited to any action to enforce this indemnity, to the extent caused by or related to Hazardous Materials brought onto or adjacent to the Project Site by EPC Contractor, any Subcontractor, Material Supplier, and or other person engaged by EPC Contractor or any Subcontractor and or their employees and agents.

18. TERMINATION OF THIS AGREEMENT

18.1 EPC Contractor may terminate this Agreement, following both (a) thirty (30) Days prior written notice to Client, and (b) Client’s failure to remit payments as and when due under this Agreement.

18.2 If EPC Contractor defaults or fails (or neglects) to carry out the Scope of Work or otherwise materially breaches this Agreement or is grossly negligent, fraudulent or commits willful misconduct in the course of performance of the Services or Work, Client shall give EPC Contractor written notice thereof and an opportunity to cure any such breaches, failures or omissions, within thirty (30) Days of such notice. If EPC Contractor has failed to cure, or where such default may not reasonably be cured within such thirty (30) Day period and EPC Contractor has otherwise failed during such time to commence and continue to diligently undertake to promptly cure any such breach(es), failure(s), or default(s) identified in such notice, Client may then elect, in its sole discretion, to either (a) make good such deficiencies, and deduct the cost thereof from Contract Sum and payments on account thereof, or (b) to terminate this Agreement.

18.3 If this Agreement is terminated by EPC Contractor pursuant to Section 18.1(b) above, (i) EPC Contractor shall be entitled to recover from the Client payment for the actual costs incurred by

EPC Contractor in connection with Services and Work properly executed and Major Equipment (and any other equipment) theretofore purchased by EPC Contractor, plus 7.5% for profit and overhead, plus all reasonable expenses actually incurred by or charged to the EPC Contractor attributable to such termination (including but not limited to reasonable termination or demobilization charges or expenses actually charged to EPC Contractor by its Subcontractors), (ii) EPC Contractor shall not be liable to Client for any of the Work or Services performed (or not performed) by any person from and after the date of such termination, and (iii) EPC Contractor shall have no further obligations under this Agreement.

18.4 If this Agreement is terminated by Client pursuant to Section 18.2 above, upon Client's request, EPC Contractor (i) shall withdraw from the Project Site, (ii) shall assist the Client in preparing an inventory of all equipment located on the Project Site, in storage or in transit, (iii) shall assign to Client (or to any replacement contractor) such of EPC Contractor's subcontracts (including warranties), purchase orders and permits as Client may request in writing, and (iv) shall deliver and make available to Client all information, drawings, specifications documents, patents, licenses of EPC Contractor (whether or not such information, drawings, specifications documents, patents, and licenses are complete) and any proprietary components related to the Work reasonably necessary to permit Client to complete or cause the completion of the Work, and in connection therewith EPC Contractor authorizes Client and its agents to use such information in completing the Work and operating the System. EPC Contractor shall remove all materials, equipment, tools, and instruments used by and any debris or waste materials generated by EPC Contractor in the performance of the Work as Client may direct. For those items of Work that are completed as of the date of termination, EPC Contractor shall provide Client with the rights under the Warranty for such Work. Client may employ any other qualified person, firm, or corporation to finish the Work by whatever method Client may deem expedient and may undertake such reasonable expenditures as will best accomplish the timely completion of the Work. In such event EPC Contractor shall not be entitled to receive any further payments under this Agreement except pursuant to the last sentence of Section 18.5.

18.5 Within a reasonable time after a termination of this Agreement pursuant to this Section 18.5, Client shall provide EPC Contractor with a schedule of values estimating the cost to complete the Work. As soon as practicable after Final Completion after a termination of this Agreement pursuant to this Section 18.5, Client shall determine the total expenses incurred in completing the Work (the "**Completion Cost**"). If the Completion Cost exceeds the unpaid portion of the Contract Sum at the time of the termination of this Agreement, then EPC Contractor shall pay to Client the amount of such excess within twenty (20) days following receipt of Client's written demand for such payment up to 100% of the EPC contract, provided that, this cap on EPC Contractor's liability shall not apply if the EPC Contractor's undertaking of the Work was grossly negligent, fraudulent or it engaged in willful misconduct or which shall be accompanied by reasonable supporting documentation. Client shall act in good faith and in a commercially reasonable manner to mitigate any damages it may suffer. Under such circumstances, Client shall not be required to pay additional amounts to EPC Contractor. If the unpaid portion of the Contract Sum at the time of the termination of this Agreement exceeds the Completion Cost, then Client shall pay to EPC Contractor the amount of such excess within twenty (20) days after Client's determination of the Completion Cost.

18.6 Notwithstanding anything to the contrary, Client has and shall have no right to terminate this Agreement except in accordance with the terms of this Agreement.

19. WARRANTIES; LIMITATIONS ON LIABILITY

19.1 EPC Contractor shall provide to Client the System warranty set forth in Schedule #24 (the “Warranty”).

19.2 IN NO EVENT SHALL EPC CONTRACTOR BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (OR LOST PROFITS TO THE EXTENT THAT SUCH PORTION OF LOST PROFITS CONSTITUTES SUCH TYPES OF DAMAGES), OR DAMAGES FOR DELAY (EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT).

19.3 **DISCLAIMER OF ALL OTHER WARRANTIES.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO ANY OR ALL SERVICES, MATERIALS AND EQUIPMENT SUPPLIED AND OR INSTALLED BY EPC CONTRACTOR, AND ANY EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF EPC CONTRACTOR (WHETHER SUCH LIABILITIES OR OBLIGATIONS WOULD ARISE UNDER THE AGREEMENT OR OTHERWISE) FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DESIGN, DELIVERY, INSTALLATION, USE OR PERFORMANCE OF SUCH SYSTEM, MATERIALS AND OR EQUIPMENT.

19.4 EPC CONTRACTOR’S AGGREGATE LIABILITY TO CLIENT UNDER THIS AGREEMENT WHETHER BASED IN CONTRACT (INCLUDING WARRANTY, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), GUARANTEE OR OTHERWISE SHALL NOT EXCEED THE CONTRACT SUM PROVIDED THAT THERE SHALL BE NO LIMITATION OF EPC CONTRACTOR’S LIABILITY FOR: a) “CLAIMS” AS PROVIDED FOR UNDER SECTION 21.2; b) EPC CONTRACTOR’S GROSSLY NEGLIGENT CONDUCT, FRAUDULENT CONDUCT OR WILLFUL MISCONDUCT COMMITTED IN THE COURSE OF PERFORMANCE OF THE WORK. TO THE EXTENT INSURANCE PROCEEDS FROM INSURANCE REQUIRED TO BE MAINTAINED UNDER THIS AGREEMENT ARE RECEIVED BY EPC CONTRACTOR TO COVER LIABILITY OF EPC CONTRACTOR HEREUNDER AND SUCH INSURANCE PROCEEDS THEN ARE PAID TO INDEMNITEES AS DEFINED IN SECTION 21.2, THEN EPC CONTRACTOR’S AGGREGATE LIABILITY SHALL BE REDUCED BY THE AMOUNT OF SUCH INSURANCE PROCEEDS.

20. DISPUTE RESOLUTION

20.1 In the event of any dispute arising under or in connection with this Agreement, or any of the Contract Documents or any Services or Work performed or not performed hereunder, the Parties agree to attempt to resolve such dispute(s) as follows: *First*, by a meeting of EPC Contractor, Client, and any necessary Subcontractor(s), such meeting to be held within three (3) Days after the written demand for any such meeting by any Party hereto, and such meeting shall be held at a time and location selected by the Party receiving such notice; and *Second*, if the dispute is not resolved at such meeting, then by arbitration before a single arbitrator at the American Arbitration Association (“AAA”), under its Construction Industry Arbitration Rules. Any such arbitration shall be commenced not later than fifteen (15) days after the conclusion of the meeting described above, and conducted so as to be concluded, and a final

non-contestable award rendered, within one hundred and twenty (120) Days of the date of the demand for arbitration, to the extent such timetable is not inconsistent with the foregoing AAA Construction Industry Arbitration Rules, as applied. Each Party shall be responsible for its own costs and attorneys' fees incurred in the arbitration. The costs of the arbitration imposed by the AAA and the arbitrator's fee shall be equally split by the Parties. The award may be confirmed in any court of competent jurisdiction.

20.2 Unless otherwise provided herein, otherwise directed by Client, or as the Parties may otherwise agree in writing, EPC Contractor shall continue the Services and Work during the pendency of any dispute. If EPC Contractor continues to perform in a satisfactory manner, Client shall continue to make payments on account of all Services and Work not in dispute during such dispute resolution proceedings in accordance with this Agreement. Notwithstanding the foregoing, EPC Contractor shall be under no duty or obligation to perform under this Agreement if Client has purported to terminate the entire Agreement or disputes EPC Contractor's ability or willingness to continue to perform under this Agreement.

21. INSURANCE; INDEMNITY

21.1 EPC Contractor shall at all times during the performance of the Services and Work and the duration of this Agreement provide and comply with and require its Subcontractors to provide and comply with the minimum Insurance coverages as provided in Section 3.8.

21.2 Mutual Indemnity. To the fullest extent permitted by law, each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Parties and its officers, directors, employees, agents, affiliates and representatives ("Indemnitees") from and against any and all claims, demands, suits, liabilities, proceeding, action, causes of action, losses, expenses, damages, fines, penalties, court costs and reasonable attorneys' fees (collectively, "Claims") arising out of or otherwise relating to (a) the Indemnifying Party's breach of this Agreement; (b) any act or omission to act by the Indemnifying Party, any subcontractor or supplier of the Indemnifying Party, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable; (c) violations of Legal Requirements by the Indemnifying Party, any subcontractor or supplier of the Indemnifying Party, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable; (d) the Indemnifying Party's performance or failure to perform as required by this Agreement; (e) claims, liability, fines, costs or expenses imposed by a Governmental Authority; (f) the negligent acts or omissions or willful misconduct of the Indemnifying Party; (g) the Indemnifying Party's operations; or (h) any of the Indemnifying Party's representations or warranties as contained in this Agreement. This indemnification, defense and hold harmless obligation shall not be limited by insurance coverages and shall survive the termination or expiration of this Agreement provided however, that the amount received by one or more Indemnitees from an Indemnifying Party or the insurer of an Indemnifying Party shall reduce the Indemnifying Party's liability for Claims.

21.3 Each Party shall notify the other Parties of any Claims or threatened Claims in respect of which it is or may be entitled to indemnification under this Article 21. Such Notice shall be given as soon as reasonably practicable after the relevant Party becomes aware of the Claims or threatened Claims.

21.4 Defense of Claims:

- (a) The Indemnifying Party shall be entitled, in its sole discretion, to assume and

control the defense of such Claims at its expense with counsel of its selection provided (i) it gives prompt Notice of its intention to do so to the Indemnatee(s) and reimburses the Indemnatee(s) for the reasonable costs and expenses incurred by the Indemnatee(s) prior to the assumption by the Indemnifying Party of such defense and (ii) such counsel is acceptable to the Indemnatee, in the exercise of its reasonable judgment.

(b) Unless and until the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnatee(s) and assumes control of the defense of a claim, suit, action or proceeding in accordance with this Article 21, the Indemnatee(s) shall have the right, but not the obligation, to contest, defend and litigate, with counsel of its own selection, any Claims by any third party alleged or asserted against the Indemnatee(s) in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and the reasonable costs thereof shall be subject to the indemnification obligations of the Indemnifying Party hereunder.

(c) Following the acknowledgment of the indemnification and the assumption of the defense by the Indemnifying Party, the Indemnatee(s) shall have the right to employ its own counsel and such counsel may participate in such Claims, but the fees and expenses of such counsel shall be at the expense of such Indemnatee(s), when and as incurred, unless (i) the employment of counsel by such Indemnatee(s) has been authorized in writing by the Indemnifying Party, (ii) the Indemnatee(s) have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnatee(s) in the conduct of the defense of such action, (iii) the Indemnatee(s) have reasonably concluded that counsel selected by the Indemnifying Party is not acceptable or (iv) the Indemnatee(s) have reasonably concluded and specifically notified the Indemnifying Party either that there may be specific defenses available to it that are different from or additional to those available to the Indemnifying Party or that such Claims involves or could have a material adverse effect upon it beyond the scope of this Agreement.

(d) Notwithstanding anything to the contrary herein, the duties and obligations imposed on EPC Contractor under this Article 21 shall survive Final Completion hereunder or termination hereof until the expiration of the applicable statute of limitations or repose.

21.5 The EPC Contractor's Insurance coverage shall be primary insurance with respect to any other insurance or self-insurance programs maintained by the Client and or any applicable additional insureds, and such other insurance or self-insurance programs shall be noncontributory. If the Client is damaged by the failure of the EPC Contractor to purchase or maintain Insurance required hereunder, then the EPC Contractor shall bear all reasonable costs (including reasonable attorney's fees and court costs) attributable thereto.

22. NOTICE

22.1 Any notices or approvals to be given pursuant to the terms and provisions of the Agreement shall be in writing, provided that meeting minutes shall not constitute notice. Notices required pursuant to this Agreement shall be sufficient if delivered (i) personally, (ii), by email, provided that any notice sent by e-mail must also be sent on the following business day by nationally recognized overnight courier service that provides tracking and proof of receipt of items mailed for next business day delivery, or (iii) by overnight or similar courier service, or by registered or certified mail, postage pre-paid, addressed to the applicable party at its address set forth below:

(a) If to Client to:
CEFIA Holdings LLC
845 Brook Street
Rocky Hill, CT 06067
Attn: General Counsel

(b) If to Purchaser, to:

(c) If to EPC Contractor, to:
Attn: Project Administrator
Address:
1414 Harbour Way South,
Richmond, CA, 94804
Fax: (510) 323-8041

22.2 Such notices or approvals shall be deemed to have been served and given when emailed, hand delivered, faxed or when delivered by courier service; or, if mailed, three (3) calendar days after the date same is deposited by either registered or certified mail, postage prepaid, in a branch of the United States Post Office, addressed to such Parties as provided above.

22.3 Either Party may designate, by notice given in the manner provided for herein, a different person and or address for the mailing of notices to it. In the event any notice under this Article 22 is to be sent to the attention of more than one person at such address, the requirements of this Article 22 shall only be deemed satisfied if copies of the notice are sent separately to all persons listed.

23. MISCELLANEOUS; ENTIRE AGREEMENT; AMENDMENTS; GOVERNING LAW

23.1 This Agreement supersedes any and all agreements, either oral or written, between the Parties and contains all the covenants and agreements between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

23.2 No modification of this Agreement or other Contract Documents will be effective unless it is in writing signed by both Parties. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing signed by the Party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the terms and conditions hereof shall not be construed as a waiver of such Party's right in the future to insist on such strict performance.

23.3 This Agreement shall be governed by and construed in accordance with the law of the State of Connecticut applicable to contracts made and to be performed in this State, and without reference to its provisions for conflict of laws.

23.4 Client agrees to allow EPC Contractor to publicly announce EPC Contractor's participation in the Project and to reference the Project for the purposes of expanding the adoption of solar technology to EPC Contractor's prospective clients, subject to review and approval of any such announcement or publication by Client which shall not unreasonably be withheld.

23.5 Each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person other than the Parties hereto.

23.6 The invalidity or unenforceability, in whole or in part, of any portion or provision of this Agreement will not affect the validity and enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision. Notwithstanding the provisions of the preceding sentence, should any term or provision of this Agreement be found invalid or unenforceable, the Parties shall immediately renegotiate in good faith such term or provision of this Agreement to effectuate the same intent and to eliminate such invalidity or unenforceability.

23.7 Each Party shall use its reasonable efforts to implement the provisions of this Agreement, and for such purpose each, at the request of the other, will, without further consideration, but subject to legal review, promptly execute and deliver or cause to be executed and delivered to the other such assignments, consents or other instruments in addition to those required by this Agreement, in form and substance satisfactory to the other, as the other may reasonably deem necessary or desirable to implement any provision of this Agreement.

23.8 This Agreement shall be binding upon and shall inure to the benefit of the Parties, their heirs, executors, administrators, representatives, successors and assigns. Neither Party may assign this Agreement, nor any obligations hereunder, other than as expressly provided in this Agreement, without prior written consent of the other Party.

23.9 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this document by facsimile or other generally accepted electronic means (*i.e.* e-mail) shall be effective as delivery of a manually executed counterpart of this Agreement.

24. FREEDOM OF INFORMATION ACT. Client shall comply with all Connecticut Freedom of Information Act ("FOIA") requirements, any Federal, State, or local statute, regulation, ordinance, or State policy that mandates disclosure and may require disclosure for an audit that may become public. Notwithstanding anything herein to the contrary, Client shall use best efforts to not disclose any information associated with this Agreement which falls under the FOIA exemption enumerated in Section 1-210(b) of the Connecticut General Statutes.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

EPC Contractor

SunPower Corporation, Systems

Client

CEFIA Holdings LLC

By: _____

Name: Eric Potts

Title: Vice President

By: _____

Name: Bryan Garcia

Title: Duly Authorized Signatory

TABLE OF SCHEDULES

1. List of Major Equipment
2. System Specifications
3. Project Schedule
4. Project Completion Documents
5. EPC Contractor's Supervisors
6. Payment Schedule
7. Form of Operations and Maintenance Agreement
8. Form of Mechanical Completion Certificate
9. Form of Substantial Completion Certificate
10. Form of Final Completion Certificate
11. Construction Documents
12. Form of Request to Proceed
13. Form of Lien Waivers
14. Commissioning Form
15. Milestone Disbursement Request
16. Payment Checklist
17. Detailed Scope of Work
18. Required Permits and Approvals
19. Approved Subcontractors
20. Schedule of Values
21. Authorizing Resolution and Authorized Signers
22. Release, Hold Harmless and Indemnification Agreement
23. Department of Correction Contractor Security Requirements
24. EPC Contractor's System Warranty
25. [Capacity Testing upon Commissioning]¹
26. CERT-140
27. Project Design

¹ For systems >400 kW AC

SCHEDULE #1
LIST OF MAJOR EQUIPMENT

Major Equipment	Description	Model	Units
Modules	[must be on approved list]		
Inverters	[must be on approved list]		
Racking	[must be on approved list]		
AC Combiner Panel			
Utility AC Disconnect			
ZREC Meter			
Data Acquisition System (Locus Meter)			
Sensors			

SCHEDULE #2
SYSTEM SPECIFICATIONS

The Project consists of a ground mount photovoltaic (“PV”) generation facility, a maximum generating capacity of [] kW (DC) and [] (AC) system, with expected system production of [] kWh in Year 1 (“Expected Energy”). The Project includes the racking system, PV modules, equipment pads, transformers, switchboards, combiner boxes, solar metering, conduit, wiring, and monitoring. The initial designs are included in Schedule 27.

The following table presents the specifications and assumptions made by EPC Contractor.

In the event of a conflict between this Schedule #2 (System Specifications) and Schedule #17 (Detailed Scope of Work), this Schedule #2 shall control.

Item	Specification / Assumption – Ground Mount Systems
Site Address	•
System Size (DC/AC)	•
Year 1 Expected Energy	•
Product Type(s)	• Ground Mount Racking, Single Post, Driven Pier
Inverter	• SMA
Equipment	<ul style="list-style-type: none"> • SunPower has included a ground mounted fixed tilt racking system with single post driven pier foundation • SunPower has included equipment pads, transformers, switchboards, panelboards, combiner boxes. • SunPower has included solar metering and SunPower’s monitoring system. • SunPower has included solar inverters • SunPower has included conduit, fitting and wire
Site Preparation	<ul style="list-style-type: none"> • SunPower has included tree removal in direct conflict with the installation of PV system • SunPower has included minor grubbing, scraping, grading • Cut/fill and import/export of soil is not included • SunPower has included SWPPP temporary controls
Design	<ul style="list-style-type: none"> • Client review times are limited to 10 days • Contract Sum does not include any design requirements related to FM Global. • Modifications
Point of Interconnection	• Each point of interconnection will connect behind the customer meter.
Electrical Tie-In	<ul style="list-style-type: none"> • All systems will interconnect behind the Client meter at the respective site • Client-owned electrical equipment is assumed to have adequate capacity to handle the output of the System. Upgrades to existing customer

	<p>equipment required as a result of the System is the responsibility of the Customer.</p> <ul style="list-style-type: none"> • Temporary power generators during site shutdowns for Utility interconnection are not included. • Existing power generators to operate normally during site shutdowns for Utility interconnection as long as deemed safe to do so and the interconnection point can be fully isolated. • Operating or servicing of existing power generators during scheduled site shutdowns for the solar project is not included.
Harmonics	<ul style="list-style-type: none"> • If harmonic data of the site is not available, EPC Contractor shall assume that the Harmonic data are within the acceptable limits of the Institute for Electrical and Electronics Engineers (IEEE) Standard 519.
Transformer(s)	<ul style="list-style-type: none"> • Voltage in accordance with drawings • Non-dry type • No secondary containment
Electrical conductors	<ul style="list-style-type: none"> • Aluminum, unless required by Contractor's Engineer of Record
DC Wiring	<ul style="list-style-type: none"> • DC array wiring may be exposed on the underside of PV modules or neatly secured to PV modules and/or racking system. DC source circuits are USE-2 weather rated for exterior exposure.
MET Station	<ul style="list-style-type: none"> • Five meteorological stations with cellular functionality are included for the portfolio. Specific locations will be determined in consultation with Client.
Monitoring	<ul style="list-style-type: none"> • SunPower Data Acquisition System (DAS) included. SunPower EnergyLink online monitoring portal is included.
Conduit	<ul style="list-style-type: none"> • Design includes rigid conduit for underground transitions and in areas subject to vehicle damage; EMT conduit with rain-tight compression fittings above inverters for any aboveground low voltage or AC circuits; and PVC for all underground conduit.
Shading	<ul style="list-style-type: none"> • SunPower proposal design is based on existing visual and aerial conditions on site. Only trees within the boundary of the array are to be removed.
Wind and snow load	<ul style="list-style-type: none"> • Site max wind speed is no more than 113 mph, with Exposure C. More severe wind conditions would require additional engineering and costs. • Site max snow load is no more than 35 lbs. More severe snow conditions would require additional engineering and costs.
Piles	<ul style="list-style-type: none"> • The System assumes a single post driven pier racking solution is feasible • If additional width, length of piers (below 8' deep) is needed due to site conditions, or if pile refusal occurs due to subsurface conditions, additional costs will be the responsibility of the client.
Soil Conditions	<ul style="list-style-type: none"> • IBC or UBC Table 1804A.2, Class 3 or equivalent Non-hazardous, sandy gravel and/or gravel • Allowable foundation pressure greater than or equal to 2000 psf Lateral Bearing strength below grade equal to 200 (Lbs./Sq. Ft./Ft. of depth) • Lateral sliding coefficient of friction greater than or equal to 0.35. No sub-grade rocks or rock formations • Adequate drainage

	<ul style="list-style-type: none"> No seismic-related hazards (e.g. faults, liquefaction, seismically-induced settlement, lateral spreading) Limited expansiveness Low to moderate corrosiveness (PH is less than 5.5, electrical resistivity is more than 1000 OHM-cm, chloride is less than 500 ppm, sulfate is less than 2000 ppm) Depth to start of passive pressure is 0.5 feet. Removal of subsurface rocks, rock drilling, or accommodation of other unforeseen soil conditions are not included.
Fencing	<ul style="list-style-type: none"> Chain link fabric shall be 8' high, woven nine-gauge (0.148" 0.005") steel wires in a 2" diamond mesh pattern. Posts shall be 2-7/8" diameter and rails 1-7/8" in diameter. All posts and rails must conform to the requirements of ASTM A53, Type E or, Grade B. All posts and rails must be hot-dip galvanized in accordance with ASTM Selvage: The top selvage shall be twisted, and the bottom and sides shall be knuckled. Complete fabric shall be capable of withstanding tensile strength test of 85,000 psi and 1,200 minimum pounds of breaking strength. Provide one-piece fabric widths for fencing up to eight feet high. Fabric Finish: a) Galvanized ASTM A 392, Class II, with not less than 2.0 oz. zinc per sq. ft. of surface. Access shall be through 16ft wide double swing gates installed for maintenance vehicles Special provisions for privacy slats, special hardware, lock sets, etc are excluded.
Access	<ul style="list-style-type: none"> All existing access roads can handle required construction equipment, will be available for use during construction, as needed. No new access roads are required to be built. Client will provide a sufficient area for staging materials and locating temporary facilities such as construction trailers, portable toilets and dumpsters.
Stormwater	<ul style="list-style-type: none"> Special grading, stormwater, and drainage provisions required by CEPA, State Siting Council, CT DEEP or other are not included. Contractor will submit an application for exemption of special stormwater requirements as applicable to customary permitting process. Costs for design and implementation are such drainage requirements are considered a change order.
Restoration/landscaping	<ul style="list-style-type: none"> Basic seeding for areas disturbed during construction is included Landscaping, plant restoration, and weed abatement is excluded
Materials	<ul style="list-style-type: none"> All metallic materials are either factory-finished or non-corrosive. SunPower has not included any painting for weather protection or aesthetic reasons.
Lighting and security	<ul style="list-style-type: none"> No lighting or security system is included
Testing and Commissioning	<ul style="list-style-type: none"> Testing and commissioning is only for the photovoltaic system. Other building systems commissioning (i.e. HVAC, Plumbing, Fire Alarm, etc.) is excluded.
Labor	<ul style="list-style-type: none"> Assumed all labor is Prevailing Wage No other labor requirements are included

Work Hours	<ul style="list-style-type: none"> All work will be performed during first shift (8hrs) at each Department of Corrections site Provided inventory process is organized, DOC security clearance expected to take 30mins at the beginning and 30mins at the end of each shift.
Permits	<ul style="list-style-type: none"> No municipal discretionary or ministerial permits are required All ministerial permits will be processed through the Connecticut Office of the State Building Inspector (DAS)
Taxes	<ul style="list-style-type: none"> Sales tax is not included in the project cost. It is assumed that the project will be fully exempt from sales tax based on CT House Bill 7432 (2007) No other taxes are included in the Contract Sum.
Weather	<ul style="list-style-type: none"> Standard weather patterns and site conditions are assumed for planning the project schedule. Instances of excessive climate, weather (greater than the most adverse conditions in the last 3 years) or natural disasters may result in delays and/or unplanned costs (i.e. additional labor, shipping, storage, and logistics costs) which will be the responsibility of the Client.
Hazardous materials	<ul style="list-style-type: none"> Testing, removal and disposal of any existing hazardous materials, contaminated soils, or any other unforeseen site conditions that require special handling, are not included
Incentive	<ul style="list-style-type: none"> EPC Contractor is not a party to and accepts no liability arising from the ZREC contract.
Real Estate	<ul style="list-style-type: none"> Client to provide current Title Report Contractor to provide Class D survey and the Licensed Area (solar location) is done to ALTA survey standards. Underground utilities are considered if they are shown in the site plans in Schedule 27
Other exclusions	<ul style="list-style-type: none"> Future tariffs, designs and steel tonnage increases may require price adjustment. Glare studies are not included, unless required by applicable Legal Requirements Fire hydrants or fire protection apparatuses are not included
As-built documentation	<ul style="list-style-type: none"> Client-provided information is assumed to accurately represent the existing site conditions. If as-built documentation cannot be provided project is subject to due diligence and discovery in order to confirm locations of undocumented utilities and possible hazards.
Utility Requirements	<ul style="list-style-type: none"> SunPower has included all standard interconnection related equipment on the customer side of the meter, including panel circuit breakers, utility visible lockable disconnect switches, solar metering, conduit, and wiring. Additional customer-side protection required by the utility is not included. Utility-required upgrades and modifications are the responsibility of the Client. If additional costs are incurred by the EPC Contractor to comply with the utility's requirements, rents will be adjusted accordingly.
Capacity Testing	<ul style="list-style-type: none"> [Complete Capacity Test in accordance with Schedule #25.]²

² For systems >400 kW AC

Template

Template

SCHEDULE #3
PROJECT SCHEDULE

EPC CONTRACTOR NAME: SUNPOWER CORPORATION

PROJECT NAME: []

PROJECT ADDRESS: {}

The Project will be carried out in order to meet the following dates. A [0] day contingency is built into this schedule:

Template

SCHEDULE #4
PROJECT COMPLETION DOCUMENTS

- 1) Copies of all Permit(s) and Permit application(s) and all final certificates of approval from any Governmental Authorities required for Final Completion
- 2) PE Signed and Sealed As-Built plans showing the final placement of all modules, combiner boxes, connections and conduit placement in the System
- 3) PE Signed and Sealed As-Built electrical plans, and elevation drawings showing the final placement of the electrical equipment
- 4) Updated production report based on final Solar Array Design as shown in PE Signed and Sealed As-Built plans
- 5) Final Lien waivers and releases from EPC Contractor and Subcontractors in the form of **Schedule #13**
- 6) Warranty information and proof of assignment to Client
- 7) System Operation & Maintenance Manual
- 8) The final executed Commissioning Form in the form of **Schedule #14**, including actual temperature, insolation and output of complete array compared to expected output based on IEER.

SCHEDULE #5 EPC CONTRACTOR'S
SUPERVISORS

Name:	Eric Dietl-Director East Performance Cell-SunPower Corporation
Cell Phone:	609-528-5472
Email:	Eric.Dietl@sunpowercorp.com
Name:	Justin Perlman-Senior Project Manager-SunPower Corporation
Cell Phone:	617-987-4968
Email:	Justin.Perlman@sunpowercorp.com
Name:	Evan Mazzaglia-Project Manager-SunPower Corporation
Cell Phone:	978-979-7316
Email:	Evan.mazzaglia@sunpowercorp.com

SCHEDULE #6
PAYMENT
SCHEDULE

Pursuant to Section 13, **the Contract Sum** is below. If the Contract Sum is adjusted, pursuant to Section 13.1, the remaining milestone payments below shall be adjusted to reflect the new Contract Sum.

The Contract Sum shall be paid as follows, by immediately available funds (either by bank or cashier's check, or by electronic transfer), as follows:

Milestone Payment	Milestone Payable Upon:	Payments %	Amount
Payment #1	Execution of Design/Build Agreement	10%	
Payment #2	Notice to Proceed	5%	
Payment #3	Delivery of Major Equipment	35%	
Payment #4	Mechanical Completion	10%	
Payment #5	Substantial Completion	30%	
Payment #6	Final Completion	10%	
Contract Sum		100%	

Schedule #7
Form of Operations and Maintenance Agreement
and
System Performance Guarantee

**OPERATIONS AND MAINTENANCE AGREEMENT
BETWEEN
SUNPOWER CORPORATION, SYSTEMS
AND
[CUSTOMER]
[DATE]**

THIS OPERATIONS AND MAINTENANCE AGREEMENT (this “Agreement”) is made and entered into effective as of [REDACTED] [REDACTED], [REDACTED] (the “Effective Date”) between **SunPower Corporation, Systems** (“SunPower”) and [REDACTED] (“Customer”), each a “Party” and together, the “Parties”. Customer hereby engages SunPower, and SunPower hereby accepts such engagement, to perform certain operations and maintenance services for Customer’s solar photovoltaic power generation system or systems (whether one or more, each a “System”) located at the site or respective sites (whether one or more, each a “Site”), as described in Exhibit A hereto, which is incorporated by reference herein, as more fully described in this Agreement. Therefore, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SunPower and Customer hereby agree as follows:

1. SunPower Responsibilities.

1.1. System Services; Project-Specific Services. During the Term of this Agreement as set forth in Section 3, SunPower shall perform, or shall cause to be performed, the Customer-specific operations and maintenance services included in the specific Systems Services Package selected by Customer as set forth in Exhibit B.1 hereto (the “System Services”) and in Exhibit B.2 hereto (the “Project-Specific Services,” and together with the System Services, the “Subscription Services”), which exhibits are incorporated by reference herein, for the applicable annual Subscription Services Fee set forth in Exhibit A hereto, which is incorporated by reference herein. The Performance Guarantee set forth in Exhibit G hereto, which is incorporated by reference herein, shall apply to the System Services provided under this Agreement.

1.2. Transactional Services. During the Term of this Agreement, and to the extent set forth in a Purchase Order executed by SunPower and Customer or as otherwise expressly provided in this Agreement, SunPower shall: (i) provide additional services for the System that are not expressly included in the Subscription Services, and (ii) furnish certain products and materials, at the applicable rates and charges set forth in Exhibit C hereto, which is incorporated by reference herein, as such rates and charges may be revised by SunPower from time to time in its sole discretion ((i) and (ii) collectively, “Transactional Services,” and together with the Subscription Services, the “Services”).

1.3 Emergency Actions. If either SunPower or Customer at any time becomes aware of an event, situation or condition at the Site, or on any adjoining property, that such Party determines poses an imminent risk of harm to any person or property, including without limitation any harm to the System (an

“Emergency”), then such Party shall so notify the other Party as soon as reasonably practical under the circumstances, and SunPower may, without obligation, either on its own initiative or following receipt of notice from Customer, take such preventative or remedial actions as SunPower determines in good faith may be necessary to ensure the (i) continued safe and proper operation of the System, and (ii) safety and protection of persons and property. Notwithstanding any other provision of this Agreement, to the extent that any such actions taken by SunPower are not expressly included as Subscription Services, such actions shall be deemed to be Transactional Services, and Customer shall pay SunPower the applicable rates and charges for the provision of such Transactional Services.

1.4. Services Warranty. SunPower warrants that the Services shall (i) be performed in a good and workmanlike manner, in accordance with industry practices generally acceptable in the location in which such Services are provided, and in accordance with all applicable laws, rules and regulations; and (ii) be free from defects in workmanship for a period of one year from the date of completion of performance of any specific Services (the “Warranty Period”, and (i) and (ii) collectively, the “Services Warranty”); provided, however, that in no event shall any applicable Warranty Period extend beyond one year following the date of termination of this Agreement.

1.4.1. Sole and Exclusive Remedy. To the extent that SunPower is notified of a defect covered by the Services Warranty within the applicable Warranty Period, SunPower shall, in its sole discretion and at its sole cost and expense, re-perform any such portion of the Services as necessary to cure such defect. Such re-performance shall constitute Customer’s sole and exclusive remedy for any breach of the Services Warranty.

1.5. DISCLAIMER OF ADDITIONAL WARRANTIES.
THE SERVICES WARRANTY SET FORTH IN THIS SECTION 1.5 IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. SUNPOWER NEITHER MAKES NOR PROVIDES ANY REPRESENTATIONS, WARRANTIES, AGREEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, WHICH EXTEND BEYOND THOSE SET FORTH IN THIS SECTION 1.4 WITH RESPECT TO THE SERVICES, WHETHER THE CLAIMS OF CUSTOMER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND SUNPOWER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES. SUNPOWER SHALL NOT BE LIABLE FOR BREACH OF THE SERVICES WARRANTY TO THE EXTENT THAT, WITHOUT LIMITATION, SUCH BREACH ARISES FROM: (I) MODIFICATIONS, ALTERATIONS OR REPAIRS TO THE SYSTEM NOT PERFORMED BY SUNPOWER; (II) NONCONFORMITIES TO THE EXTENT CAUSED BY THE SYSTEM NOT BEING OPERATED BY CUSTOMER OR ANY THIRD PARTY IN ACCORDANCE WITH ANY MANUALS AND REVISIONS THERETO (INCLUDING THE REPLACEMENT OF WORN OR FAILED PARTS); OR (III) ANY DAMAGE TO THE SYSTEM CAUSED BY ACCIDENT, VANDALISM, MALICIOUS MISCHIEF, THEFT OR ATTEMPTED THEFT, OR ANY OTHER FORCE MAJEURE EVENT AS DEFINED IN SECTION 4.10).

1.5.1. Manner of SunPower's Performance. In performing and providing the Services, SunPower shall comply with all applicable federal, provincial, state and local laws, ordinances, orders, rules and regulations.

1.5.2. Indemnification. SunPower shall protect, defend, indemnify and hold harmless Customer and its affiliates, and each of their respective officers, directors, employees, partners, members, representatives, agents, contractors, successors and assigns (each being a "Customer Indemnitee") from and against any and all claims, actions, liabilities, losses, costs, or damages, including court costs and reasonable attorneys', consultants', and experts' fees (collectively, "Claims") arising out of or resulting from any claims or actions by any third party for personal injury (including death) or damage to property caused by the gross negligence, fraud or willful misconduct of SunPower or its affiliates, or any of their respective agents, contractors, employees, representatives, or any other party engaged by SunPower in the performance of the Services. Notwithstanding any provision to the contrary, neither Party shall indemnify the other Party to the extent any Claim arises out of the non-indemnifying Party's own negligent or intentionally tortious acts or omissions. This indemnification, defense and hold harmless obligation shall be limited to amounts payable by SunPower's insurance coverages and shall survive the termination or expiration of this Agreement provided however, SunPower shall remain liable to Customer Indemnities for deductibles, if any exist under SunPower insurance coverages.

1.5.3. Insurance. SunPower shall obtain and maintain throughout the Term of this Agreement, at its sole cost and expense, the insurance coverage described in Exhibit E hereto, which is incorporated by reference herein.

1. Customer Responsibilities.

2.1. Site Access. During the Term of this Agreement, and to the extent that neither SunPower nor any of its affiliates owns or controls access to the Site, Customer shall provide and assure SunPower and its contractors, subcontractors representatives, and agents, with free, continuous and unobstructed access to the Site at all times for the purpose of performing the Services. Customer shall keep the Site free and clear from any encumbrances or obstructions of any nature, including without limitation removing all vehicles and other objects from carport systems prior to scheduled cleanings and maintenance. Customer shall be solely responsible for, at Customer's sole cost, expense and liability, the storage, handling, transportation, disposal, and remediation of all hazardous materials not produced by SunPower, as well as all related recordkeeping. Owner shall obtain and maintain any and all necessary and appropriate solar easements or other protections and restrictions on areas near and adjacent to the Site to protect the unobstructed passage of sunlight to the Site. Any additional site-specific access requirements shall be set forth in Exhibit D hereto, Site Access Requirements, which is incorporated by reference herein.

2.2. Insurance. Customer shall be responsible for purchasing and maintaining the Customer's usual liability insurance. Additionally, Customer shall, during the Term, carry and maintain "All Risk" property insurance coverage for the System against the risk of physical loss or damage from whatever cause, including mechanical and electrical breakdown coverage during the term of this Agreement, subject to normal policy exclusions.

2.3. Billing and Payment. SunPower shall invoice Customer for, and Customer shall pay SunPower, the initial annual Subscription Services Fee set forth in Exhibit A prior to the initial commencement of System Services by SunPower, and thereafter shall pay the applicable annual Subscription Services Fee prior to the start of the next contract year during which the System Services will be provided. In addition to payment of the applicable Subscription Services Fee, Customer shall also

pay SunPower for any and all Transactional Services provided by SunPower at the applicable rates and charges set forth in Exhibit C, as may be revised by SunPower from time to time. SunPower shall invoice Customer for all Transactional Services provided during the prior month. At the end of each True-Up Period (as defined in Exhibit F) Customer shall invoice SunPower for, and SunPower shall pay Customer, other than any amounts disputed by SunPower in good faith, within thirty (30) days from the invoice date, the Guarantee Payment for such True-Up Period. Customer shall pay all amounts invoiced hereunder, other than any amounts disputed by Customer in good faith (i) for Subscription Services, within thirty (30) days from the invoice date, and (ii) for Transactional Services, within fifteen (15) days from the invoice date. Overdue payment obligations, and any disputed amounts subsequently determined to be owed by either Party, shall bear interest from the date due until the date paid at a rate per annum equal to lesser of (a) the rate published by the Wall Street Journal as the “prime rate” on the Business Day preceding the date on which such interest begins to accrue plus two percent (2%) and (b) the maximum rate allowed under any applicable law. In addition to any interest due on unpaid amounts hereunder and to any other right or remedy available to either Party hereunder, such Party shall reimburse the other Party for all reasonable attorney fees, court costs and other costs associated with the collection from such Party of any amounts due hereunder. Except for taxes payable by SunPower arising out of income earned by SunPower (income taxes), all tax liability and any governmental fees related in any manner to the provision of Services by SunPower to Customer shall be borne by Customer, including without limitation any sales, use or ad valorem taxes or other governmental taxes or fees imposed by any governmental authority. SunPower shall invoice Customer for any such taxes or fees owed by Customer that may be assessed against SunPower.

2.4. Indemnification. Customer shall protect, defend, indemnify and hold harmless SunPower and its affiliates, and each of their respective directors, officers, employees, partners, members, representatives, agents, contractors, successors and assigns (each being a “SunPower Indemnitee”) from and against any and all Claims arising out of or resulting from any claims or actions by any third party for personal injury (including death) or damage to property caused by the gross negligence, fraud or willful misconduct of Customer or any of its affiliates, or any of their respective agents, contractors, employees, representatives or any other party engaged by Customer, including without limitation any Claims that may arise out of the design, construction, or operation of any photovoltaic power generation facility, or the negligent or intentionally tortious acts or omissions of Customer, or any of its affiliates, or any of their respective agents, contractors, employees, representatives or any other party engaged by Customer. Notwithstanding any provision to the contrary, neither Party shall indemnify the other Party to the extent any Claim arises out of the non-indemnifying Party’s own negligent or intentionally tortious acts or omissions. This indemnification, defense and hold harmless obligation shall be limited to amounts payable by Customer’s insurance coverages and shall survive the termination or expiration of this Agreement provided however, that Customer shall remain liable to SunPower Indemnitees for deductibles, if any exist under Customer insurance coverages.

2.5. Intellectual Property.

2.5.1 SunPower Intellectual Property. Customer agrees that any proprietary or confidential information, software, technology, formulae, descriptions, diagrams, data, drawings, listings, techniques, procedures, “know how”, “means and methods”, documentation, manuals, specifications, designs, and any other form of intellectual or industrial property developed, created, modified, edited, or authored by SunPower (collectively, “SunPower IP”) shall be deemed to be owned solely by SunPower, and SunPower shall solely own all rights in, to and under patents, trade secret rights, copyrights, trademarks, service

marks, moral rights and other similar rights of any type under the laws of any governmental authority. Customer shall use any SunPower IP only to the extent expressly authorized by SunPower and Customer shall not, unless expressly authorized in writing by SunPower, copy, redistribute, reverse engineer, disclose, license, or sublicense any SunPower IP. Customer shall not knowingly, nor knowingly permit third parties to: (a) make any SunPower IP available to, or use any SunPower IP for the benefit of, anyone other than Customer, (b) sell, resell, license, sublicense, distribute, reverse engineer, make available, rent or lease any SunPower IP, or (c) use any SunPower IP to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights. Customer shall be responsible for, and shall protect, indemnify, defend and hold harmless SunPower and its affiliates, and each of their respective officers, directors, members, agents, employees, representatives and contractors, from and against any damage, injury, loss, cost and expense resulting from the failure of Customer to comply with the terms of this Section 2.5.

2.5.2 SunPower Limited Data Rights. Customer agrees that SunPower shall have limited rights (collectively, “SunPower’s Limited Rights”) to any system monitoring data gathered by or on behalf of Customer in connection with SunPower’s performance under this Agreement and any and all compilations, reports, extractions or copies of such data created by SunPower (collectively, the “System Monitoring Data”). SunPower’s Limited Rights in the System Monitoring Data include: (a) a limited right to collect, store, manipulate and provide to a third party the System Monitoring Data as requested by Customer pursuant to this Agreement or as reasonably required for SunPower or its Representatives to perform SunPower’s obligations set forth in this Agreement or further agreement; (b) a right to analyze the System Monitoring Data for internal business purposes, including product performance analysis, maintenance planning, and any energy storage planning, engineering, or storage solutions; and (c) a right to use the System Monitoring Data on a bulk anonymized basis for external business and marketing purposes. Notwithstanding anything herein to the contrary, any data that is not Customer’s confidential information shall not be considered System Monitoring Data and shall not be subject to any limitations on use by SunPower.

2.6 Customer Acquired Permits. In accordance with the relevant construction agreement, Customer or Customer’s construction contractor shall have obtained, maintained, and complied with all permits and licenses which may be required for the development and ownership of all facilities located at the Site and, to the extent applicable to Customer, all permits and licenses obtained by SunPower. If any new or modified permits and licenses required by Customer, or any other new or modified requirements applicable to Customer, with respect to ownership or operation of the System become effective during the Term of this Agreement, then Customer shall obtain such permits and licenses, and comply with such new or modified requirements, in a timely manner and at its sole cost and expense. SunPower shall provide Customer with such assistance and cooperation as may reasonably be requested by Customer in order to obtain any such permits and licenses, and Customer shall pay SunPower for complying with such requests at the then-effective rates and charges applicable to the provision of Transactional Services by SunPower.

3. Term and Termination.

3.1. Term. The term of this Agreement is set forth in Exhibit A (the “Term”). The Term of this Agreement shall commence in accordance with the provisions of Section 3.2 and shall continue in full force and effect for the Term, unless otherwise terminated in accordance with the provisions hereof. The Term of this Agreement may be extended only upon the express written agreement of the Parties.

3.2. **Subscription Services Commencement Date.** SunPower shall commence provision of the Subscription Services per **Exhibit G** – Services Commencement Date, provided that SunPower O&M has received satisfactory documentation that:

- (a) Performance verification testing has been performed in accordance with the relevant construction agreement;
- (b) All permits and licenses required to be obtained under any applicable law in connection with the operation of the System have been obtained by Customer or Customer's construction contractor in accordance with the relevant construction agreement and are in full force and effect;
- (c) Customer has entered into any required interconnection agreement with the relevant utility entity;
- (d) Customer has received the relevant utility's permission to operate ("PTO");
- (e) The relevant construction contractor has issued a certificate of substantial completion or other documentation acceptable to SunPower certifying that the relevant photovoltaic system is substantially complete, and;
- (f) The relevant photovoltaic system is online and functioning within specification.

3.3. **Termination.**

3.3.1. **Termination for Cause.** If either Party hereunder defaults in the performance of any material obligation hereunder and such default is not cured within 30 days after written notice thereof, the non-defaulting Party may terminate this Agreement for cause; provided, however, that if the default cannot reasonably be cured within such 30-day period despite the defaulting Party's exercise of commercially reasonable efforts to cure such default, the defaulting Party shall be afforded additional time to cure such default as may reasonably be required.

3.3.2. **Termination for Convenience.** Notwithstanding any provisions of this Section 3.3 to the contrary, Customer may terminate this Agreement upon providing ninety (90) days' notice to SunPower.

3.3.3. **Termination for Non-Payment.** Notwithstanding the provisions of Section 3.3.1 above, if either Party fails to timely pay any undisputed amounts due hereunder, the other Party may: (i) suspend the provision of Services hereunder within three days after notice thereof to Customer; and (ii) terminate this Agreement for non-payment upon notice to the other Party if such failure remains uncured for 30 days following the date of such notice.

3.3.4. **Termination Without Notice.** Notwithstanding any provisions of this Section 3.3 to the contrary, this Agreement shall terminate immediately and without the requirement for notice to be given, upon the bankruptcy, insolvency, receivership, or assignment for the benefit of creditors of a Party.

3.3.5. **Consequences of Termination.** Termination of this Agreement shall not affect any rights or obligations between the Parties accruing prior to the date of such termination or which expressly or by implication are intended to survive termination. If either Party terminates this Agreement pursuant to this Section 3.3, SunPower shall pay Customer for all Guarantee Payments incurred in the portion of the True-Up Period remaining following the effective date of such termination, and Customer shall pay SunPower for all Transactional Services performed by SunPower prior to the effective date of such termination, and

SunPower shall retain the proportionate share of the Subscription Services Fee paid by Customer for the portion of the Contract Year remaining following the effective date of such termination, unless Customer shall have terminated this Agreement pursuant to Section 3.3.1.

4. Disputes and Interpretation.

4.1. Governing Law; Arbitration. This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the State of Connecticut, without regard to conflicts of law principles that may otherwise require the application of the laws of another jurisdiction. All disputes arising under, out of, or relating to this Agreement shall be settled by binding arbitration by the American Arbitration Association (“AAA”) by a single arbitrator under the Commercial Arbitration Rules of the AAA in force as of the date the AAA receives notice of such claim or dispute. The substantially prevailing Party shall be entitled to recovery of its reasonable attorney’s fees and arbitral costs. The language of arbitration shall be English. The place and seat of arbitration shall be Hartford. The Parties hereto expressly agree to the joinder of any arbitral proceedings hereunder together with any other arbitral proceedings as deemed necessary and proper by the arbitrator. Subject to the provisions of this Section 4.1 regarding arbitration, the Parties hereby submit to the exclusive jurisdiction of the United States federal district courts for the State of Connecticut, or, if such courts do not have subject matter jurisdiction, the state courts of the State of Connecticut. **EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT.**

4.2. Severability. If any provisions of this Agreement shall be found to be invalid or unenforceable to any extent, the remainder of this Agreement shall remain in full force and effect as written and shall be enforced to the greatest extent permitted by law.

4.3. Independent Contractor. SunPower shall perform the Services hereunder as an independent contractor and not as an agent or employee of Customer, its parent, subsidiaries or affiliates.

4.4. LIMITATION OF LIABILITY.

4.4.1. **CONSEQUENTIAL AND OTHER DAMAGES. WITHOUT PREJUDICE TO THE CALCULATION OF THE AMOUNT OF ANY GUARANTEE PAYMENT (AS DEFINED IN EXHIBIT F) AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES OR PARTNERS, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS, BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR, WITHOUT LIMITATION, ANY LOSS OF PROFIT OR REVENUE, OR LOSS OF USE OF ANY EQUIPMENT OR FACILITIES, OR FOR ANY INDIRECT, SPECIAL CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES, WHETHER: (I) INCURRED OR SUFFERED AS A RESULT OF THE UNAVAILABILITY OF FACILITIES, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR ANY OTHER ACTION OR OMISSION UNDER THIS AGREEMENT, OR (II) FOR ANY OTHER REASON, EVEN IF EITHER PARTY SHALL HAVE ADVISED THE OTHER PARTY OR ANY OF ITS AFFILIATES OR PARTNERS IN ADVANCE OF THE POSSIBILITY OF ANY SUCH TYPES OF LOSSES OR DAMAGES.**

4.4.2. LIABILITY CAP. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR GUARANTEE PAYMENT OBLIGATIONS AND INDEMNITY OBLIGATIONS IN RESPECT OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE CLAIMS, SUNPOWER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF, UNDER, OR RELATING TO THIS AGREEMENT, FOR ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, OR LOSSES OF ANY PURELY ECONOMIC TYPE THAT ARISE IN ANY GIVEN CONTRACT YEAR, SHALL NOT EXCEED THE AMOUNT OF THE SUBSCRIPTION SERVICES FEE APPLICABLE TO SUCH CONTRACT YEAR. IN ADDITION, IN NO EVENT SHALL SUNPOWER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF, UNDER OR RELATING TO THIS AGREEMENT FOR ALL CONTRACT YEARS UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT OF THE SUBSCRIPTION SERVICES FEES APPLICABLE TO THE FIRST TWO (2) CONTRACT YEARS OF THIS AGREEMENT.

4.5. Assignment; Successors and Assigns. Neither Party may assign this Agreement, or any of its rights, duties and obligations under this Agreement, to any other party without the prior written consent of the other Party; provided however, that Customer may assign this Agreement to any party which is or may become the owner of the Systems; and provided however, that SunPower may assign this Agreement to any of its affiliates at any time without the prior written consent of Customer.

4.6. Entire Agreement. This Agreement constitutes the entire agreement between Customer and SunPower as to the matters set forth herein and shall cancel and supersede any and all other understandings and agreements of any nature whatsoever, whether written or oral, between the Parties with respect to the matters set forth herein. In the event of a conflict between the terms of this Agreement and any exhibit hereto, the terms of this Agreement shall control unless otherwise expressly provided in such exhibit.

4.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

4.8. Amendments. Any and all amendments this Agreement shall be effective only to the extent agreed upon in a written instrument executed by both Parties that expressly refers to this Agreement.

4.9. Notices. All notices and communications provided for in this Agreement shall be made in writing and shall be given to Customer or SunPower, as applicable, at such Party's address as set forth below, or at such other address and/or to such other person as either Party may from time to time provide in writing to the other Party. Such notice or other communication shall be either: (a) mailed by United States registered or certified mail, return receipt requested, postage prepaid, and shall be deemed given on the third (3rd) business day following such deposit; (b) delivered by reputable overnight carrier (e.g., Federal Express, UPS, DHL, Purolator), and shall be deemed given when delivered by such carrier; (c) sent by facsimile or email, and shall be deemed given on the date sent; or (d) delivered in person, and shall be deemed given on the date delivered.

4.10. Force Majeure. A Party shall be excused from performance of any of its obligations under this Agreement, other than the obligation to make any payments due, to the extent that, and for such period of time as, such Party is prevented in whole or in part from performing such obligations due to the occurrence of one or more events outside of the reasonable control of such Party, despite the exercise by such Party of commercially reasonable efforts to overcome such event(s), including without limitation acts of God, fire, earthquake, wind, floods, water, storms, inclement weather, utility curtailments, power failures, mechanical or equipment failures, animal activity or bird soiling, explosions, war, civil

disturbances, terrorism, vandalism, theft, governmental actions, embargoes, sanctions, labor disputes, strikes, shortages of equipment or supplies, unavailability of transportation, or acts or omissions of third parties (any such event, a “Force Majeure Event”). The Party claiming a Force Majeure Event shall provide reasonably prompt notice to the other Party, including reasonably full particulars of such event, of its inability to perform its obligations due to such event, but in no event later than three (3) business days following commencement of the claiming Party’s inability to so perform its obligations.

<p><u>SunPower Corp.</u> Brad Harmon Sr. Director, Asset Management SunPower Corporation, Systems 8900 Amberglen Blvd., Ste. 325 Austin, TX 78729 Email: Brad.Harmon@sunpowercorp.com</p> <p>With copy to: Legal Department SunPower Corporation 1414 Harbour Way S Richmond, CA 94804 Email: legalnoticesunpower@sunpowercorp.com</p> <p>For Emergency and/or Repair Notification: Scott Gray, Director Commercial O&M Services 8900 Amberglen Blvd., Ste. 325 Austin, TX 78729 (512) 735-0110 or (800) 251-9728 Email: Scott.Gray@sunpower.com with a copy to: customer.service@sunpower.com <u>Billing and Payment questions:</u> Email: OandMSupportTeam@sunpowercorp.com</p>	<p><u>Customer</u></p> <p>[Company Name] _____</p> <p>[Signatory Name] _____</p> <p>[Title] _____</p> <p>[Address] _____</p> <p>[Fax] _____</p> <p>[Email] _____</p>
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IN WITNESS WHEREOF, the Parties indicate their acceptance of the terms of this Agreement by the signatures of their duly authorized representative.

SUNPOWER CORPORATION, SYSTEMS_
(“SunPower”)

(“Customer”)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO O&M AGREEMENT BETWEEN SUNPOWER AND CUSTOMER DATED _____]

**EXHIBIT A
TO
OPERATIONS AND MAINTENANCE AGREEMENT
BETWEEN
SUNPOWER CORPORATION, SYSTEMS
AND
[CUSTOMER]
[DATE]**

PROJECT DETAILS

Site Name

Description (carports,
ground, rooftop)

Physical Site Address

System Size (kWp)

Term (Contract Years)

Contract Year	Service Level	Subscription Services Fee (\$/MW)
Year 1	Performance Plus	\$11,193
Year 2	Performance Plus	\$11,529
Year 3	Performance Plus	\$11,875
Year 4	Performance Plus	\$12,231
Year 5	Performance Plus	\$12,598
Year 6	Performance Basic	\$9,130
Year 7	Performance Basic	\$9,404
Year 8	Performance Basic	\$9,686
Year 9	Performance Basic	\$9,977
Year 10	Performance Basic	\$10,276
Year 11	Performance Basic	\$10,585
Year 12	Performance Basic	\$10,902
Year 13	Performance Basic	\$11,229
Year 14	Performance Basic	\$11,566
Year 15	Performance Basic	\$11,913

**EXHIBIT B.1
TO
OPERATIONS AND MAINTENANCE AGREEMENT
BETWEEN
SUNPOWER CORPORATION, SYSTEMS
AND
[CUSTOMER]
[DATE]
SYSTEM SERVICES³**

CHECK ONE TO INDICATE THE SYSTEM SERVICES PACKAGE SELECTED BY CUSTOMER:

- ☐ SunPower Performance Monitoring Package
- ☒ SunPower Performance Basic Package (Per Exhibit A)
- ☒ SunPower Performance Plus Package (Per Exhibit A)

System Service	Performance Monitoring	Performance Basic	Performance Plus
Customer Technical Support Hotline	✓	✓	✓
Performance Reports	Annual	Annual	Monthly
Daily Performance Monitoring and Notification	✓	✓	✓
Preventive Maintenance, Inspections & Testing		Annual	Annual
On-Site Troubleshooting and Equipment Resets			✓

Customer may select the Performance Monitoring, Performance Basic, or Performance Plus System Services package. Services that are included in each package are indicated with a check mark (✓), or frequency. Services indicated with a check mark are continuous and have no annual limit, for example, “Customer Support Hotline.” Services that do not have a check mark or frequency can be provided on a time and materials basis as part of the Transactional Services.

³ Unless expressly included in this Exhibit B.1 as System Services, any other service, labor, work, equipment, component, or other obligation is excluded from System Services. A non-exhaustive list of common exclusions is found in Exhibit B.1, Part 6 (Non-Exhaustive List of Exclusions).

Description of available System Services (performed as applicable)

1. Customer Service Support Hotline:
 - a. Technical support line: 1-800-SUNPOWER (24 hours per day, 7 days per week)
 - b. Support technicians specialize in remote troubleshooting
2. Performance Reports:
 - a. Actual vs. expected performance of the System for the period with a comparison of performance to a typical weather year
 - b. Environmental benefits will be estimated and included
 - c. Annual Operations and Maintenance records will be provided to Customer upon request
 - d. Optional custom reports can be provided as part of the Transactional Services
3. Daily Performance Monitoring and Notification:
 - a. Cellular data connection to the System
 - b. Access to EnergyLink monitoring portal
 - c. Continuous monitoring of Customer's System via experienced solar monitoring technicians
 - d. Operational status (inverter and system on/off) and performance alerts (actual vs. expected performance) are continuously monitored and monitoring technicians automatically receive alerts of system anomalies
 - e. Monitoring technicians identify and respond to system alerts including contacting Customer
4. Preventative Maintenance, Inspections & Testing (as applicable based on System design specifications):
 - a. Modules and Helix Balance of System (BOS)
 - i. Inspect PV modules for damage, discoloration or de-lamination
 - ii. Inspect mounting system for damage or corrosion
 - iii. Inspect ground braids, electrodes, and conductors for damage
 - b. Trackers
 - i. Inspect tracker components for damage or corrosion
 - ii. Inspect tracker controllers for damage
 - iii. Lubricate tracker motors and jackscrews
 - iv. Verify proper operation and alignment
 - c. Inverter
 - i. All preventive maintenance required by manufacturer to maintain warranty
 - d. Meteorological Station
 - i. Inspect weather measurement equipment for damage
 - ii. Clean pyranometers and reference cells
 - e. Site Conditions
 - i. Inspect drainage conditions
 - ii. Inspect vegetation for array shading or fire hazards
 - iii. Inspect safety conditions and proper signage
 - f. Maintenance Reporting
 - i. Record results of all inspections
 - ii. Identify damage or defects and provide photographic evidence
5. On-Site Troubleshooting and Equipment Resets:

- a. On-site troubleshooting & diagnostics of the following system components:
 - i. Modules
 - ii. Helix BOS
 - iii. Data Acquisition System (DAS)
 - iv. Inverters
 - v. Any equipment specified in Exhibit B.2, Project-Specific Services (NOTE: on-site troubleshooting for Energy Storage System (ESS) shall not extend beyond the equipment warranty term plus any extended equipment warranty term)
 - b. Inverter and Data Acquisition System resets:
 - i. Unlimited remote resets (if capability enabled and connection available)
 - ii. Up to two on-site visits per year
 - c. Processing of warranty claims on behalf of Customer and verification of replaced equipment
6. Non-Exhaustive List of Exclusions:
- a. Spare parts and materials
 - b. System training
 - c. Engineering service
 - d. Roof cleaning
 - e. Provision of water for module cleaning
 - f. Landscaping and tree trimming
 - g. Security services and fencing
 - h. Lighting fixtures and bulb replacement
 - i. Third-party asset management tools and licenses
 - j. Parts and labor required to repair third-party equipment such as inverters, transformers, or Energy Storage Systems (ESS)

**EXHIBIT B.2
TO
OPERATIONS AND MAINTENANCE AGREEMENT
BETWEEN
SUNPOWER CORPORATION, SYSTEMS
AND
[CUSTOMER]
[DATE]**

PROJECT-SPECIFIC SERVICES⁴

INDICATE ANY PROJECT-SPECIFIC SERVICES SELECTED BY CUSTOMER:

Additional Service	Minimum Package	Indicated Frequency
Module Cleaning	Performance Monitoring	Not Provided
Vegetation Management	Performance Monitoring	1x / year
Sensor Calibration	Performance Basic	1x / year
Transformer Preventive Maintenance	Performance Basic	Not Provided
Switchgear Preventive Maintenance	Performance Basic	Not Provided

Services that are included in the Project-Specific Services are indicated with a frequency. Services that do not have a frequency will be provided on a time and materials basis as Transactional Services to the extent set forth in an executed Purchase Order.

Description of available Project-Specific Services

1. Module Cleaning
 - a. Surface washing of all modules
 - b. Pressure washer settings not to exceed 1,500 PSI
 - c. Before and after photographs will be provided
2. Vegetation Management
 - a. For roof mounted systems, pull any weeds protruding from array
 - b. For ground mounted systems, mechanical mowing, herbicidal application, and/or sheep grazing may be used to ensure unimpaired system operations
 - c. Does not include management of vegetation outside of a five [5] foot perimeter of the solar array
3. Sensor Calibration

⁴ Unless expressly included in this Exhibit B.2 as Project-Specific Services, any other labor, work, equipment, component, or other service is not included as part of the Project-Specific Services. A non-exhaustive list of common exclusions is found in Exhibit B.1, Part 6 (Non-Exhaustive List of Exclusions).

- a. Field comparison of pyranometers and reference cells to calibrated sensor
 - b. Adjust field sensor to within manufacturer's uncertainty tolerance
 - c. SunPower may replace pyranometers in lieu of field calibration
- 4. Transformer Preventive Maintenance
 - a. Maintain records of load current and voltage
 - b. Record liquid level and temperature
 - c. Pad-mounted transformer oil tests where applicable
 - d. Test ground connections
 - e. Inspect surge arresters (if present)
 - f. External Inspection
 - g. Cabinet Interior Inspection
- 5. Switchgear Preventive Maintenance
 - a. Electrical terminal thermography
 - b. Visual inspection
 - c. Vacuum cleaning of cabinet interior
- 6. Energy Storage System (ESS) Maintenance and Reporting
 - a. All preventive maintenance required by manufacturer to maintain warranty
 - b. Provide monthly demand savings reports

EXHIBIT C
TO
OPERATIONS AND MAINTENANCE AGREEMENT
BETWEEN
SUNPOWER CORPORATION, SYSTEMS
AND
[CUSTOMER]
[DATE]

TRANSACTIONAL SERVICES

Rate/Charge Category	Amount	Rates and Charges
SunPower Field Service Support Personnel	\$150/hr.	Hourly rate for labor performed on site by any employees or contracted personnel of SunPower or of any of its affiliates, to the extent not expressly included in the Subscription Services.
Third Party Goods and Services	Billed as incurred plus 15%	Any expenses or charges assessed on or delivered to SunPower by any third party for goods and services, including without limitation labor, materials, travel expenses or equipment, to the extent not expressly included in the Subscription Services.
Travel Expenses for SunPower Field Service Support Personnel	Billed as incurred	Reasonable transportation, lodging, meals, and other travel expenses.
Products and Materials	Current SunPower retail pricing	Products, equipment, materials and any other goods manufactured or otherwise provided by SunPower or its affiliates as set forth in an executed PO.

The rates and/or charges set forth in this Exhibit C may be revised by SunPower from time to time and shall be as set forth in a Purchase Order executed by SunPower and Customer.

**EXHIBIT D
TO
OPERATIONS AND MAINTENANCE AGREEMENT
BETWEEN
SUNPOWER CORPORATION, SYSTEMS
AND
[CUSTOMER]
[DATE]**

SITE ACCESS REQUIREMENTS

The requirements set forth in this Exhibit D apply in addition to the site access requirements set forth in the Operation and Maintenance Agreement, including without limitation Section 2.1.

Customer Primary Site Access Representative:

[NAME] _____

[TITLE] _____

PHONE: _____ (office)

PHONE: _____ (mobile)

EMAIL: _____

FAX: _____

Site access procedures:

Blackout dates for general site access:

Blackout dates for module cleaning:

EXHIBIT E
TO
OPERATIONS AND MAINTENANCE AGREEMENT
BETWEEN
SUNPOWER CORPORATION, SYSTEMS
AND
[CUSTOMER]
[DATE]

INSURANCE REQUIREMENTS

SunPower shall procure and maintain, with insurance companies authorized to do business in the state where work is performed and assigned an A.M. Best's rating of no less than A- (IX), the following insurance coverages, written on the ISO form shown (or its equivalent) with the minimum limits of liability specified below:

Commercial General Liability Insurance (ISO Form CG 00 01 or its equivalent)	\$2 million aggregate/ \$1 million per occurrence
Automobile Liability Insurance (ISO Form CA 0001 10/13)	\$1 million combined single limit (each accident)
Umbrella liability Insurance Professional Liability Insurance Workers' Compensation Insurance Employer's Liability Insurance (State Compensation Insurance Fund is acceptable)	\$5 million aggregate \$1 million per occurrence Statutory Limits \$1 million each accident \$1 million Disease – each employee \$1 million Disease – policy limit

Commercial General Liability Insurance. Commercial general liability insurance covering SunPower, written on “occurrence” policy forms, including coverage for premises/operations, products/completed operations, broad form property damage, blanket contractual liability, and personal & advertising injury, with no exclusions for explosion, collapse and underground perils, or fire, with primary coverage limits of no less than \$1,000,000 per occurrence, and an aggregate limit of not less than \$2,000,000.

Automobile Liability Insurance. Business automobile liability insurance covering SunPower, including coverage for owned, leased, non-owned and hired automobiles for both bodily injury and property damage in accordance with statutory legal requirements, with combined single limits of no less than \$1,000,000 per accident with respect to bodily injury, property damage or death.

Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance in accordance with statutory requirements, including coverage for employer's liability with a limit of not less than \$1,000,000 and such other forms of insurance which SunPower is required by Applicable Law to provide for loss resulting from injury, sickness, disability or death of each of their employees.

Additional Insured & Waiver of Subrogation. Customer will be included as additional insured on all liability insurance policies other than workers' compensation. All policies of insurance above shall provide a waiver of subrogation in favor the Additional Insureds their successors and assigns.

Severability of Interest, Primary and Non-Contributory. All liability policies required above shall expressly provide that all provisions thereof, except the limits of liability (which shall be applicable to all insureds as a group) shall operate in the same manner as if there were a separate policy covering each such insured. All shall be considered primary and non-contributory.

Prior to commencing work under this Agreement, SunPower shall provide Customer with Certificates of Insurance evidencing compliance with the requirements noted herein. Renewal certificates of insurance shall be provided within ten (10) business of binding coverage.

-

EXHIBIT F
TO
OPERATIONS AND MAINTENANCE AGREEMENT
BETWEEN
SUNPOWER CORPORATION, SYSTEMS
AND
[CUSTOMER]
[DATE]

PERFORMANCE GUARANTEE

1. **Definitions.** As used in this System Performance Guarantee Exhibit ("Schedule"), the following terms shall have the meanings set forth below, it being understood that the terms below take precedence over any defined term in the Agreement. All capitalized terms used but not otherwise defined in this Schedule shall have the meaning set forth in the Operation and Maintenance Agreement (the "Agreement") to which this Schedule is attached and incorporated therein. In the event of a conflict between this Schedule and the Agreement, the Agreement shall govern.

Actual Generation means, for each Guarantee Year during the Guarantee Term, the System's alternating current or "AC" electricity production in kilowatt-hours ("kWh") as measured by the System's DAS, as defined herein.

Customer Responsibilities shall have the meaning set forth in Section 3.01.

Data Acquisition System or System DAS means SunPower's system that displays historical meteorological and production data over an Internet connection and consists of hardware located on-site and software housed on SunPower's DAS server. The DAS measures and logs, at a minimum, the following parameters on a fifteen (15) minute average basis at the Sites: actual AC electricity production of the System (in kWh) and solar irradiance (in W/m²).

Expected Energy means, for the System in a specified Guarantee Period, the kilowatt hours set forth in Attachment 1 to this Schedule: Performance Guarantee Parameters.

Externally caused outages or losses of production, including:

- Network Disturbance Hours: Hours during the applicable warranty period, as set forth in Schedule #24 of relevant construction agreement, when a fluctuation in the utility network parameters (e.g., a frequency or voltage variation) disconnected the inverters or Site from the utility network and prevented energy from being evacuated from the Facility;
- Network Outage Hours: Hours during the applicable warranty period, as set forth in Schedule #24 of relevant construction agreement, when: (1) a failure in the distribution network or in the connection infrastructure prevented energy from being evacuated from the Site, and (2) any event or direction by or from any relevant utility or governmental authority constituting curtailment or any other event otherwise preventing energy from being evacuated from the Site;
- Customer or purchaser Caused Hours: Hours during the applicable

- warranty period, as set forth in Schedule #24 of relevant construction agreement, when the equipment or Site is off-line due to purchaser or Customer required outages;
- Major Maintenance Hours: Hours during the applicable warranty period, as set forth in Schedule #24 of relevant construction agreement, when the Customer or purchaser does not grant reasonable Site access in order to perform any necessary repairs; and
- Outages due to a defect, malfunction, or failure in any System equipment manufactured by any third party other than the equipment manufactured by SunPower or any of its affiliates.

Guaranteed Level means 90% of Expected Energy for a Guarantee Year for specified System(s).

Guarantee Period means the five (5) year period commencing on the Final Completion Date (as set forth in the relevant construction agreement) for the System and ending on the sixth (6th) anniversary thereof. As an illustration only, if Final Completion Date is November 18, 2018, then the Guarantee Period expires on November 17, 2024.

Guarantee Year means each successive twelve (12) month period during the Guarantee Period commencing on the first day of the Guarantee Period.

Kilowatt-hour or kWh means electric energy expressed in kilowatt-hours and measured by multiplying the amount of electric power delivered (measured in kilowatts) by the amount of time over which the electricity was consumed (measured in hours), as recorded from the kWh interval records of the Revenue Meter. For clarification, one kilowatt-hour equals one thousand watt-hours.

PVSim means the software program utilized by SunPower to predict the amount of System will produce in an average year.

Reimbursement Rate means the amount that the Customer will be paid for each Kilowatt-hour as set out in Attachment 1 to this Schedule: Performance Guarantee Parameters.

Revenue Meter means the principal meter of a given System from which energy output is read and documented.

Satellite Data means the meteorological data including, irradiance, temperature and wind speed, obtained from an independent third-party weather modeling service.

SEMMY or **Simulated Energy in a Measured Meteorological Year**, means, with respect to any Guarantee Period, Year 1 AC Energy output of the System simulated by PVSim using measured average hourly irradiance, wind speed, and air temperature as recorded by the Data Acquisition System or obtained from Satellite Data, holding all inputs equal to those used in calculating SETMY.

SETMY or **Simulated Energy for a Typical Meteorological Year**, means the Year 1 AC Energy output of the System simulated by PVSim using average hourly irradiance, wind speed, and air temperature data contained within the Weather File.

True-Up Period means each successive two (2) year period during the Guarantee Period commencing on the first day of the Guarantee Period.

Weather Adjustment means the method for reconciling expected kWh during a typical weather year with the actual on-site meteorological conditions, as described in Section 2.01.

Weather File means the following typical meteorological year data set, which contains average hourly values of measured solar radiation, temperature, and wind speed: 111-124 MPH.

2. **Performance Guarantee.** SunPower guarantees to Customer that the Actual Generation of the System during any Guarantee Period, subject to the limitations, terms and conditions stated in this Schedule, shall not be less than the product of the Guaranteed Level and the Expected Energy, as adjusted for measured meteorological conditions in Section 2.01.

Section 2.01 Guaranteed Output Calculations.

1. SunPower shall calculate the Annual Deficit for each Guarantee Year:

Annual Deficit

$$= (\text{Expected Energy} \times \text{Guaranteed Level}) \times \text{Weather Adjustment} \\ - \text{Actual Generation}$$

2. Where “Weather Adjustment” means the following ratio:

3.
$$\frac{\text{Simulated Energy in a Measured Meteorological Year (SEMMY)}}{\text{Simulated Energy for a Typical Meteorological Year (SETMY)}}$$

Section 2.02 Guaranteed Payment/Reimbursement.

1. At the end of each True-up Period:

- (a) if the \sum Annual Deficits > 0 , then SunPower shall pay to Customer an amount equal to the cumulative product of (i) the Annual Deficits and (ii) the Reimbursement Rate per kWh (a “Guarantee Payment”).
- (b) Customer shall, by invoice, promptly notify SunPower of any Guarantee Payment due. A Guarantee Payment shall be payable within thirty (30) days of the date of such invoice.

Section 2.03 Reporting of Actual Generation Measurement.

1. The process for measuring Actual Generation for each Guarantee Year shall be:

- (a) Initial Output Data Collection. During the Term of this Schedule, SunPower will collect energy output data using its DAS. For each Guarantee Year, SunPower will sum the kWh output provided by the DAS to calculate the Actual Generation for such Guarantee Year.

- (b) Contingency for Equipment Failure. In the event System data is lost due to hardware, communication, or other failure affecting DAS, SunPower will make commercially reasonable efforts to resolve the failure in a timely manner. In the event that data is lost, Actual Generation shall be adjusted to compensate for such lost data:
 - (i) In lieu of lost meteorological data, SunPower will utilize Satellite Data. In the event that Satellite Data is inaccurate or missing, SunPower will utilize data obtained from a nearby meteorological station that SunPower monitors and selects for such purposes
 - (ii) In lieu of lost electricity data, SunPower will utilize the cumulative data from System meter readings to calculate the electricity generated during the missing interval. In the event that data from the System meter is inaccurate or missing, SunPower will simulate electricity production during the missing interval utilizing measured meteorological data and PVSIM. The simulated electricity production during the missing interval will be added to the Actual Generation for the subject Guarantee Year.

This Section 2.03 states SunPower's sole liability, and Customer's exclusive remedy, for any Guaranteed Output arising from any equipment failure or lost data relating to the DAS.

Section 2.04 Adjustment of Expected Energy.

3. If, and to the extent, any of the following events results in a change in the production of electricity by the System, Expected Energy shall be adjusted correlatively for the period of such change:

- (a) There is structural failure in a building supporting the System;
- (b) There is any failure of the System to perform caused by legislative, administrative or executive action, regulation, order or requisition of any federal, state or local government, local utility or public utilities commission;
- (c) There is an event of Force Majeure;
- (d) There is any change in the conditions at or near any of the Sites which causes additional shading, soiling, or otherwise reduced performance of the System;
- (f) There is a defective part or piece of equipment to which a manufacturer's warranty for equipment that is not from SunPower, applies that caused, in whole or in part, the change in production of electricity and, despite the commercially reasonable efforts by SunPower to require the manufacturer to remedy such defect under the applicable warranty terms, such manufacturer has either refused or otherwise failed to remedy such defect under the applicable warranty terms; and
- (g) Any reduction or other change to the size and/or capacity of any System at any Site.

4. The Parties also acknowledge and agree that the Expected Energy as set forth in this Schedule are subject to change by SunPower, with written consent from Customer, prior to the

Guarantee Period in the event that the System has undergone any design changes that could impact the Expected Energy assumptions.

Section 3.01 Customer's Responsibilities.

5. Throughout the Guarantee Period, and as conditions precedent to the obligations of SunPower hereunder, Customer shall:

- (a) maintain an Operations & Maintenance Agreement ("Agreement") with SunPower for the System and allow repairs in a timely fashion as may be recommended from time to time by SunPower;
- (b) grant reasonable access to the System by SunPower personnel and representatives;
- (c) ensure that primary and secondary contacts have the capability to resolve any failures of DAS communications;
- (d) ensure any selected demolition agreed to by the Parties prior to construction of the System has been completed and that external shading on the System does not increase over the Guarantee Period; and
- (e) not modify, alter, damage, service, or repair, without SunPower's prior written approval, any part of the System, the supporting structure for the System (including building roof, if applicable), or the associated wiring.

Section 3.02 Customer's Failure to Uphold Responsibilities.

6. SunPower's obligations under this Schedule shall be suspended, without liability of any kind to SunPower, for the duration of Customer's failure to satisfy one or more of Customer's Responsibilities under Section 3.01. For any such period any Actual Generation shall be disregarded in the calculation of Annual Deficits or Annual Surpluses under Section 2.0 and the Expected kWh for any Guarantee Year in which there is such a failure shall be reduced by an amount proportionate to the period so disregarded and to the actual or reasonably estimated meteorological data during such period.

Section 4.01 Limitation of Liability. INTENTIONALLY OMITTED

Section 4.02 Technical Disputes.

7. In case of any technical dispute between the Parties in a matter related to the calculation of the Actual Generation, Monthly Deficit, or Monthly Surplus, the Customer shall have the right to request the appointment of a technical expert (the "Expert") for the solution of the issue amongst the following experts: Sandia National Laboratories; DNV GL (headquartered in Norway, DNV is a world-leading provider of testing, certification, and advisory services to companies in the electrical power industry, specializing in renewable energy); SGS (based in Geneva, Switzerland, SGS is an inspection, verification, testing, and certification company); or TUV (based in Newtown, MA, TUV is a testing company that has a specialty solar energy systems practice). The Expert shall finally determine, as a matter of contractual interpretation, the technical matter at issue in accordance with the provisions of this Schedule. The Expert shall deliver its determination to the

Parties in writing, including an explanation of the underlying reasons, within thirty (30) calendar days after the acceptance of the mandate. The Expert's determination shall carry the force of contract and shall act as if a fully amended and ratified amendment to this Schedule between the Parties. The costs of the determination, including fees and expenses of the Expert, shall be equally borne by the Parties. The Expert shall not be construed or determined to be an arbitrator, nor shall any opinion, writing, or finding issued by the Expert be construed as an arbitral award.

Section 4.03 Entire Exhibit.

8. This Schedule as set out herein constitutes the entire agreement regarding the subject matter of this Schedule and supersedes all prior agreements and understandings between the Parties relating to the subject matter of this Schedule.

Section 4.04 Amendments.

9. This Schedule may not be amended, supplemented or otherwise modified except by a written instrument specifically referring to this Schedule and signed by both Parties, or as specifically allowed under the terms and conditions outlined in this Schedule.

Section 4.05 No Waiver.

10. Failure or delay by a Party to exercise any right or remedy under this Schedule shall not constitute a waiver thereof. A waiver of breach or default shall not operate as a waiver of any other breach or default, a waiver of the provision itself, or of the same type of breach or default on a future occasion. No waiver shall be effective unless explicitly set forth in writing and executed by the Party making the waiver.

Section 4.06 Termination.

12. Any termination, for any reason, of the Agreement constitutes immediate termination of this Schedule, as of the date of the termination of the Agreement.

ATTACHMENT 1
TO
EXHIBIT F
TO
OPERATIONS AND MAINTENANCE AGREEMENT
BETWEEN
SUNPOWER CORPORATION, SYSTEMS
AND
[CUSTOMER]
[DATE]

PERFORMANCE GUARANTEE PARAMETERS

System Name:				
Guarantee Year	Expected Energy (kWh)	PPA Price (\$/kWh)	ZREC Price (\$/kWh)	Reimbursement Rate (\$/ kWh)
1		\$0.1150	\$0.0580	\$0.173
2		\$0.1150	\$0.0580	\$0.173
3		\$0.1150	\$0.0580	\$0.173
4		\$0.1150	\$0.0580	\$0.173
5		\$0.1150	\$0.0580	\$0.173

Commented [CGB1]: Figures had been included simply for illustrative purposes, but final Reimbursement Rate in the Performance Guarantee Parameters will be the sum of the final PPA price + the ZREC price.

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**EXHIBIT G
TO
OPERATIONS AND MAINTENANCE AGREEMENT
BETWEEN
SUNPOWER CORPORATION, SYSTEMS
AND
[CUSTOMER]
[DATE]**

SERVICES COMMENCEMENT NOTICE

Project Number: _____

Project Name: _____

**Physical Site
Address:** _____

The requirements specified in the contract documents between SunPower Corporation, Systems and [CUSTOMER] have been reviewed and found to be complete. The Services Commencement Date is hereby established as:

_____ *[trigger date]* _____

Signing of this notice in no way alters the responsibility of SunPower Corporation to complete all work in accordance with the Contract Documents, including untested or deferred work.

SUNPOWER CORPORATION, SYSTEMS: [CUSTOMER]:

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Schedule #8
Form of Mechanical Completion Certificate

This Mechanical Completion Certificate (this “**Certificate**”) is provided in accordance with the ENGINEERING, PROCUREMENT, & CONSTRUCTION (EPC) AGREEMENT by and between [____], a [____] (the “**Contractor**”) and [____], a [____] (the “**Client**”) dated [●] (the “**Agreement**”). Capitalized terms used in this Certificate and not otherwise defined in this Certificate have the meanings specified in the Agreement.

This Certificate shall be subject a ten (10) business day period for review and acceptance or rejection by Client. In accordance with the Agreement, Contractor hereby certifies that all of the conditions to Mechanical Completion have been achieved with respect to the Project, as follows:

1. All racking, modules, inverters, and Project-owned switchgear including transformers associated with the System have been installed in accordance with the technical specifications; and
2. The Project has been built in conformance with the terms and conditions of the Agreement and the Work Order.

Executed this ____ day of _____, 20 ____ . [Contractor]

By: _____ Name: _____ Title: _

Schedule #9
Form of Substantial Completion Certificate

This Substantial Completion Certificate (this “**Certificate**”) is provided in accordance with the ENGINEERING, PROCUREMENT, & CONSTRUCTION (EPC) AGREEMENT by and between [____], a [____] (the “**Contractor**”) and [____], a [____] (the “**Client**”) dated [●] (the “**Agreement**”). Capitalized terms used in this Certificate and not otherwise defined in this Certificate have the meanings specified in the Agreement.

This Certificate shall be subject a ten (10) business day period for review and acceptance or rejection by Client. In accordance with the Agreement, Contractor hereby certifies that all of the conditions to Substantial Completion have been achieved with respect to the Project, as follows:

1. Mechanical Completion has occurred;
2. All equipment associated with the Project has been installed substantially in accordance with the technical specifications;
3. The solar panels have been assembled, erected and installed as part of the Project so as to be completed in accordance with the technical specifications and checked for adjustment;
4. All of the electrical works that are part of the Project have been properly constructed, installed, insulated and protected where required for such operation, have been correctly adjusted, tested and commissioned to the extent possible, are mechanically, electrically and structurally sound as set forth in the technical specifications, and can be used safely in accordance with the Agreement and applicable Legal Requirements;
5. Contractor has checked the Project to verify that the Project may be so operated without damage thereto or to any other property and without injury to any person;
6. Contractor has done all Electrical Studies including: AC and DC ampacity study, short circuit study, coordination study, arc flash analysis
7. The electrical inspection certificate for the Project has been obtained;
8. All of the electrical works and all other infrastructure (including work performed by the Client) required and necessary to achieve interconnection of the Project to the local Distribution System are energized and have been installed in compliance with the requirements applicable pursuant to the Interconnection Agreement;
9. Successful testing of all systems (excluding the DAS) comprising the Project;
10. The Project operates as a single unit capable of generating electricity continuously at rated power;
11. The Project can be used continuously without interruption for its specified purpose as described in this Agreement and is capable of operating safely in accordance with applicable Legal Requirements;
12. Completion of all Work required under the terms of the Agreement (other than Punchlist Items and other Work required for achievement of Final Completion), in accordance with the requirements of the Agreement;
13. Contractor has prepared and submitted to Client, and Client has approved the Punchlist of Items attached to this Certificate;
14. Contractor has delivered a draft of the Operations and Maintenance Manual to the Client; and

15. If required by applicable Legal Requirements, Contractor has obtained final and complete approval to operate from the Governmental Authority having jurisdiction over operation of the Project, which may be in one of several forms such as a permission to operate or authorization to energize from the Utility

Executed this ____ day of _____, 20__ .

[Contractor]

By: _____

Name: _____

Title: _____

Schedule #10
Form of Final Completion Certificate

This Final Completion Certificate (this “**Certificate**”) is provided in accordance with the ENGINEERING, PROCUREMENT, & CONSTRUCTION (EPC) AGREEMENT by and between [____], a [____] (the “**Contractor**”) and [____], a [____] (the “**Client**”) dated [●] (the “**Agreement**”). Capitalized terms used in this Certificate and not otherwise defined in this Certificate have the meanings specified in the Agreement.

This Certificate shall be subject a ten (10) business day period for review and acceptance or rejection by Client. In accordance with the Agreement, Contractor hereby certifies that all of the conditions to Final Completion as defined in the Agreement have been achieved with respect to the Project, as follows:

1. Substantial Completion has occurred;
2. Tests have been completed that reflect that the Project generation capacity equals or exceeds the System Specifications as defined in the commissioning plan [and the System is performing at or above Expected Energy per the Capacity Testing outlined in Schedule #25]⁵;
3. Contractor has delivered to the Client a final Operations and Maintenance Manual, including all changes and supplements to the Operations and Maintenance Manual as reasonably requested by the Client and as reasonably agreed by Contractor;
4. Contractor has delivered to Client Project Completion Documents, including as-built Submittals, all shop drawings, signed and sealed final as build drawings, all test reports and all other documentation and design calculations as required;
5. All Punchlist Items as identified on the Punchlist agreed at time of Substantial Completion have been completed;

Executed this day of _____, 20 .

[Contractor]

By: _____
Name: _____
Title: _____

⁵ For Systems >400 kW AC

Schedule #11:
CONSTRUCTION DOCUMENTS

1. PE Signed and Stamped Structural Engineering Reports
2. PE Signed and Stamped Geotechnical Investigation Report, if applicable
3. Client approved Production Report and File
4. PE Signed and Stamped Civil Engineering / Site Plan (PDF)
5. PE Signed and Stamped Permit Drawings (PDF)
6. PE Signed and Stamped Construction Drawings (PDF) consisting of a complete set of necessary drawings for construction
7. List and Copies of all Permit(s) and Permit Application(s) and other approvals including necessary reports and/or calculations to support such Permit(s) and Permit Application(s)
8. Commissioning Plan and Commissioning Form Approval
9. PE Signed and Stamped Final As-Built Drawings (PDF)

Schedule #12
Form of Request to Proceed

This Request to Proceed (this “**Notice**”) is provided in accordance with the ENGINEERING, PROCUREMENT, & CONSTRUCTION (EPC) AGREEMENT by and between [____], a [____]
[____] (the “**Contractor**”) and [____], a [____] (the “**Client**”) dated [●] (the “**Agreement**”). Capitalized terms used in this Certificate and not otherwise defined in this Certificate have the meanings specified in the Agreement.

In accordance with the Agreement, Contractor hereby certifies that all of the conditions precedent to Notice to Proceed as defined in the Agreement have been achieved with respect to the Project, as follows:

1. Contractor has submitted Construction Documents 1-8 for Client approval
2. Contractor has submitted the current Project Schedule for Client approval

Contractor confirms that construction of the Project will commence on [_____]. Executed this ___ day of _____, 20__.

[Contractor]

By: _____
Name: _____
Title: _____

Schedule #13

Lien Waivers

PROGRESS PAYMENT LIEN WAIVER

Upon receipt by the undersigned of a payment in the form of a check or electronic transfer of funds from the STATE OF CONNECTICUT in the sum of \$_____payable to [Name of Contractor] and when such check has been properly endorsed and has been paid by the bank upon which it is drawn or such electronic transfer of funds confirmed, this document shall become effective to release any mechanic's lien, stop notice, or bond right [Name of Contractor] has on the commercial solar PV project of the STATE OF CONNECTICUT located at [Purchaser's address] to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to the STATE OF CONNECTICUT through [INSERT DATE] only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon installation performed or items furnished under a written change order which has been fully executed by the STATE OF CONNECTICUT and [Name of Contractor] prior to the release date are covered by this release unless specifically reserved by [Name of Contractor] in this release.

This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between the STATE OF CONNECTICUT and [Name of Contractor] under the ENGINEERING, PROCUREMENT, & CONSTRUCTION (EPC) AGREEMENT entered into by and between the Seller and Purchaser dated as of [INSERT DATE OF EPC AGREEMENT], based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

[Name of Contractor]

By: _____

Title: _____

**FINAL LIEN
WAIVER**

Upon receipt by the undersigned of a payment in the form of a check or electronic transfer of funds from the STATE OF CONNECTICUT in the sum of \$_____payable to [Name of Contractor] and when such check has been properly endorsed and has been paid by the bank upon which it is drawn or such electronic transfer of funds confirmed, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the commercial solar PV project of the STATE OF CONNECTICUT located at [Purchaser's address]. This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for additional installation in the amount of \$__(if "NONE" so state). Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Dated: _____

[Name of Contractor]

By: _____

Title: _____

Schedule #14
Commissioning Form

SYSTEM INSTALLATION & COMMISSIONING CHECKS AND ACCEPTANCE
TESTS

Upon completion of the installation and commissioning and prior to field verification by the Utility, EPC Contractor will carry out the following PV system installation & commissioning checks and then, following Utility field verification, run the performance ratio test. EPC Contractor will provide advance 7 days advanced notice to the Client that the commissioning checks and acceptance test are to be performed. The Client has the option upon prior written notice of having a representative present during any and all testing.

1. Before commencing any system checking and testing, EPC Contractor will ensure that:
 - ┆ non-current carrying metal parts (such as array frames, metal boxes, etc.) are grounded properly; and
 - ┆ all labels and safety signs specified in the plans and by the NEC are in place.
2. Photovoltaic Array - General Checks – EPC Contractor will conduct the following checks of the photovoltaic array and record the results:
 - ┆ Visually inspect the array for damaged modules.
 - ┆ Check to make sure panels are mounted properly and securely to the racking system or mounting means.
 - ┆ Confirm that the alignment of the array is as straight, neat, and pleasing as possible.
 - ┆ Check to see if modules are properly grounded.
 - ┆ Check that all source circuits are properly labeled.
 - ┆ Check to see that all wiring is neat and secure.
 - ┆ Where wiring is visible, check to ensure it is UL listed and includes labelling to show voltage rating, and that voltage rating is appropriate.
 - ┆ Visually inspect plug and receptacle connectors between modules to ensure they are fully engaged.
3. Photovoltaic Combiner Box Tests - For repetitive source circuit wiring, the following procedure must be followed for each source circuit in a systematic approach, i.e., east to west or north to south. All data are to be recorded on a combiner box check list. The following testing will take place around noon on a cloudless day:
 - ┆ Inspect the combiner boxes to ensure that all wiring is correctly and securely installed.
 - ┆ Where wiring is visible, check to ensure it is UL listed and includes labelling to show voltage rating, and that voltage rating is appropriate.
 - ┆ Check open-circuit voltage (Voc) of each of the source circuits to verify that it provides the manufacturer's specified voltage in full sun. Verify the polarity of each source circuit in the DC string combiner box by paying particular attention that there is NEVER a negative measurement.
 - ┆ Check Max Power Point current (IMPP) of each of the source circuits to verify that each provides the manufacturer's specified current in full sun.
 - ┆ Confirm that no ground faults are present in the DC wiring.
 - ┆ Test the Insulation Resistance of the DC conductors from the combiner boxes to the

Inverters to ensure a minimum resistance of 20 megohms or less at 1 min between conductors and from each conductor to ground.

4. DC Disconnect Inspection:

- ┆ Inspect DC disconnects and document identifying information.
- ┆ Check that DC disconnects are properly grounded.
- ┆ Check that DC disconnects are properly labeled.
- ┆ Check that all wiring is neat and secure.
- ┆ Check that incoming and outgoing wires sizes are correct.
- ┆ Where wiring is visible, check to ensure it is UL listed and includes labelling to show voltage rating, and that voltage rating is appropriate.
- ┆ Inspect the fuses, if present, for correct size and mounting.

5. AC Inspection:

- ┆ Inspect AC disconnects and document identifying information.
- ┆ Check to see if all AC disconnects are properly grounded.
- ┆ Check that AC disconnects are properly labeled.
- ┆ Check to see that all wiring is neat and secure.
- ┆ Check that incoming and outgoing wire sizes are correct.
- ┆ Where wiring is visible, check to ensure it is UL listed and includes labelling to show voltage rating, and that voltage rating is appropriate.
- ┆ Inspect the fuses, if present, for correct size and mounting.
- ┆ Test the Insulation Resistance of the AC conductors from the inverters to the interconnection point to ensure a minimum resistance of 20 megohms in 1 min or less between conductors and from each conductor to ground
- ┆ Confirm that the Utility interconnection point and over current protection are according to the electrical drawings.

6. Inverter Start-Up Tests:

- ┆ Inspect the inverter and document identifying information.
- ┆ Check that all inverters are properly grounded.
- ┆ Check that all inverters are properly labeled.
- ┆ Check that all incoming and outgoing conductors are secure.
- ┆ Check that incoming and outgoing wires sizes are correct.
- ┆ Start the inverters following the proper start-up procedure according to the manufacturer's manual.
- ┆ Document the time of day and the irradiance level.
- ┆ Record operating parameters from the inverter display.

7. System Monitoring Test:

- ┆ Document the system monitoring identifying information.
- ┆ The monitoring equipment will be inspected for good mounting and wiring.
- ┆ Check sensor equipment, if any, for proper mounting and location (i.e., irradiance, temperature and wind speed sensors).
- ┆ Turn on PV and monitoring systems, per manufacturer's specifications.
- ┆ Record operating parameters from the inverter display.
- ┆ Contact the monitoring service to verify that the monitoring system is communicating properly.

Record the system parameters being transmitted.

- └ Compare inverter data to data being transmitted to monitoring service to ensure proper operation.
 - └ Check data from each monitoring system sensor by comparing readings from calibrated, hand-held sensors to monitoring system output readings; all readings should be within $\pm 5\%$ of the hand-held readings.
8. System Acceptance Evaluation Test Procedure - The following Acceptance Test will preferably be run around noon on a cloudless day:
- └ Activate the System and allow it to run for two (2) hours before taking any performance measurements.
 - └ Calculate the expected peak DC power output of the System, WattsDC-estimated, at the measured cell temperature by multiplying the System DC nameplate capacity by $(1 - KCTA)$, which is the DC power adjustment due to cell temperature difference from the standard test condition, 25 C, where $KCTA = (25 - T_{cell})$ times the Temperature Coefficient of Maximum Power for the module (from the module specification datasheet, $\%/deg\ C$) and T_{cell} = module cell temperature, deg C, measured at the time the System power reading is taken. [Example: SunTech 280 lists its Max Power Temp Coeff as -0.47. So, for $T_{cell} = 10\ deg\ C$, then $(1 - KCTA) = 1 + 7.05\% = 1.0705$]
 - └ Calculate the expected peak AC power output of the System, WattsAC-estimated, by multiplying WattsDC-estimated in (ii) by 0.77 (the standard PV Watts DC-AC derate factor),
 - └ After allowing for fifteen (15) minutes of full sun exposure, obtain a real-time solar irradiance measurement at the array (W/m^2) using the precision spectral pyranometer provided with the system or, if not available, with a calibrated, hand-held meter
 - └ Calculate the percent of peak irradiance under the test conditions by dividing the measured irradiance by $1000\ W/m^2$ (the peak irradiance level at which the modules are tested).
 - └ Record the total System AC power output, WattsAC-measured, from the revenue grade energy production meter or from the inverter(s).
 - └ Divide the WattsAC-measured by the percent peak irradiance, as determined under (v), above. This yields the corrected rated AC peak power output of the system, WattsAC-corrected. This value will be at least 90% of the WattsAC-estimated value calculated in step (iii) above.
9. Provide the Client with the initial startup test report when everything has been verified and checked to ensure proper operation.

Qualified Personnel _____

Name & Title _____

Dated _____

Schedule #15
Milestone Disbursement Request

Project Name:

Site Address:

EPC Contractor:

Milestone*	Amount
	\$
	\$
	\$

Total Requested: \$_____

* Please do not submit for disbursements until all the checklist items for the milestone requested are complete. Please refer to Schedule 16 of the EPC Agreement for the complete milestone checklist.

Contractor Comments/Notes:

Additional instructions:

For Milestone 1, please attach a current copy of your complete insurance certificate, including professional liability from project engineer. Please be sure the limit of the installation floater equals, as a minimum, the highest value project you currently have in progress.

When you believe you have reached Substantial Completion, please email a request for inspection to Fiona Stewart at Fiona.Stewart@ctgreenbank.com copying Catherine Duncan at catherine.duncan@ctgreenbank.com.

Schedule #16
Payment Checklist

Below is a checklist of all items needed in order to submit a payment request and receive payment under the ENGINEERING, PROCUREMENT, & CONSTRUCTION (EPC) AGREEMENT by and between [____], a [____] (the “Contractor”) and [____], a [____] (the “Client”) dated [●] (the “Agreement”):

Milestone 1 - Design/Build

Agreement Executed:

- ☐ Progress Disbursement Form
- ☐ Signed Partial Lien Waiver
- ☐ Invoice
- ☐ Insurance certificates
- ☐ Permits
- ☐ O&M Project Specification & Contact Questionnaire
- ☐ Contingent Utility Approval of Interconnection Application

Milestone 2 - Notice to Proceed:

- ☐ Progress Disbursement Form
- ☐ Signed Partial Lien Waiver
- ☐ Invoice
- ☐ Construction Documents #1-8
- ☐ Approved Project Schedule
- ☐ Written confirmation of Notice to Proceed from Client (can be in email form)
- ☐ Updated Schedule 6 and Schedule 21, if required under Section 13

Milestone 3 - Delivery of Major Equipment:

- ☐ Progress Disbursement Form
- ☐ Signed Partial Lien Waivers, including Subcontractors
- ☐ Invoice
- ☐ Geotagged photos of inverters, showing make, model, and serial numbers (these can be on site and not installed).
- ☐ Geotagged photos showing modules (these can be on site and not installed), as well as emailed list of all serial numbers and a count total. Please ensure module type is apparent in photos.
- ☐ Geotagged photos showing delivered racking, and paperwork indicating racking manufacturer.
- ☐ Geotagged photo of Locus meter if delivered to site, or order form clearly indicating exact model ordered.

Note: all equipment must match Schedule #1. If there are differences, Contractor shall provide written notice to the Client before submitting Milestone 3 payment request. Failure to provide such notice is a default under this Agreement.

Milestone 4 - Mechanical Completion:

- ☐ Progress Disbursement Form
- ☐ Signed Partial Lien Waivers, including Subcontractors
- ☐ Invoice
- ☐ Executed Mechanical Completion Certificate
- ☐ Warranties on all modules, inverters and racking
- ☐ Local Building Inspection

Milestone 5 - Substantial Completion: To set up site review, please contact Fiona Stewart at Fiona.stewart@ctgreenbank.com

- ☐ Progress Disbursement Form
- ☐ Signed Partial Lien Waiver, including Subcontractors
- ☐ Invoice
- ☐ Executed Substantial Completion Certificate
- ☐ Completed Commissioning Checklist (Per Schedule #14)
- ☐ Site Review/Approval from Third Party Project Manager
- ☐ Utility Approval to Energize

Milestone 6 - Final Completion/Interconnection/Energized:

- ☐ Progress Disbursement Form
- ☐ Signed Final Lien Waiver, including Subcontractors
- ☐ Invoice
- ☐ Executed Final Completion Certificate
- ☐ Completed Capacity Test, confirming Expected Energy per Schedule #25⁶
- ☐ Full Completion Docs:
 - o All Project Completion Documents (see Schedule #4)
 - o Fully Executed Interconnection Agreement
 - o DAS communication to API verified / Locus MAC IDs
 - o Finalize ZREC:
 - Meters – please submit to meter validation and copy Catherine Duncan (catherine.duncan@ctgreenbank.com)]
 - Provide photograph of functioning ZREC meter
 - Confirmation of installation of utility ZREC meters

Please submit all payment documents to **Catherine Duncan** (catherine.duncan@ctgreenbank.com).

⁶ For systems >400 kW AC

Schedule #17
Detailed Scope of Work

- 1) Obtain Building Permit, Electrical Permit and Interconnect Agreement
- 2) Installation of roof / ground mounting system
- 3) Installation of photovoltaic panels onto roof / ground mounting system
- 4) DC Electrical Wiring (must be UL listed and labelled to show voltage rating)
- 5) AC Electrical Wiring (must be UL listed and labelled to show voltage rating)
- 6) Installation of the inverter(s)
- 7) Installation of Combiner box(es)
- 8) Installation of required DC and AC Disconnect switches
- 9) Installation of a revenue grade utility meter for tracking ZREC solar production
- 10) Installation of any service upgrades, as required, consistent with all standards and requirements set forth by FERC, ISO-NE, any other applicable governmental entity and Purchaser's Utility
- 11) Installation of an online monitoring system
- 12) Commission System

This Scope of Work sets forth the work provided by EPC Contractor, and provides additional clarification regarding certain items of work being provided by Client below. Unless specifically identified as work by Client, EPC Contractor shall provide all engineering, procurement and construction to construct a complete and functional Project.

1. EPC Contractor Responsibilities

- 1.1 All jobsite personnel, laborers and electricians are to wear appropriate jobsite attire: hardhats, safety vests, steel-toe boots, durable pants and sleeved shirts as well as any other OSHA required attire.
- 1.2 All jobsite personnel to be trained on proper safety procedures (use of safety equipment, emergency contact information and procedures, location of first aid, etc.).
- 1.3 Safety meetings to occur weekly with all jobsite personnel. Meeting minutes are to be prepared and delivered weekly by the EPC Contractor to the Client.
- 1.4 EPC Contractor shall provide Client with a written description of the EPC Contractor's safety program. A description of all training, required of EPC Contractor's staff, shall also be provided. Safety plan is to be shared with Client at least two (2) weeks prior to construction.
- 1.5 Any project-related injuries are to be reported to Client immediately. Incidents shall be logged and reported according to OSHA regulations. Such reports are to be made available to Client as soon as they are completed.
- 1.6 Smoking, chewing or any other use of tobacco is not permitted within the building/facility, on the roof or within view of Purchaser. Any other posted tobacco policies must be obeyed without exception.
- 1.7 Profanity and lewd comments or gestures are a form of harassment and are not permitted while on the jobsite, especially in the presence of Purchaser facility staff.
- 1.8 Interaction and communication with Purchaser facility personnel must always be done in a professional manner and should be limited to EPC Contractor's designated site supervisor or foreman whenever possible.
- 1.9 Any communication with the Purchaser, inspectors, or pertinent representatives should be documented and forwarded to Client within twenty-four (24) hours.
- 1.10 Project specific updates, requests, and questions should be directed to Client only.
- 1.11 Requesting and/or using tools, equipment and/or material belonging to Purchaser is strictly prohibited, without express consent from Client.

- 1.12 EPC Contractor will have supervision of Director of Construction and Project Management, Director of Electrical, or Project Manager on site for approximately three (3) days approximately every two (2) weeks.

2. EPC Contractor General Requirements

- 2.1 Attend pre-construction meetings and site walk-through as requested by Purchaser.
- 2.2 Comply with the requirements of applicable local building code inspection(s) and local utility inspection(s), as defined by the authority having jurisdiction (AHJ) over the Site where the work is to be performed.
- 2.3 Comply with the requirements of the applicable version of the National Electrical Code (NEC) for all aspects of the electrical installation.
- 2.4 Comply with OSHA requirements and recommendations, including but not limited to, non-roof penetrating visible safety barriers, fall protection, non-penetrating fall protection tie-off, hard hats, safety vests, eye protection and other PPE. Submit safety plan to Client prior to start of construction.
- 2.5 All work, within or around electrical equipment, shall include the appropriate PPE as defined by OSHA and the EPC Contractor's approved safety code.
- 2.6 Comply with all applicable NFPA 70E, or applicable fire code, standards.
- 2.7 EPC Contractor shall abide by Purchaser's safety requirements and all other industry construction and safety standards to ensure a safe work environment.
- 2.8 Respond to all safety or training inquiries made by Purchaser within twenty-four (24) hours.
- 2.9 EPC Contractor to submit initial application for building permit.
- 2.10 EPC Contractor is required to Provide Original Worker's Compensation Certificate, Original Disability Insurance Certificate, Proof of General Liability, and any other forms required to the permitting department. This shall be done as soon as possible to negate delay of permit pickup.
- 2.11 Coordinate the install of a new electrical utility meter as required by the utility.
- 2.12 File Electrical permit application with local jurisdiction.
- 2.13 Communicate with Purchaser at least five (5) business days prior to any material or equipment deliveries at the Site.
- 2.14 Communicate with Purchaser at least five (5) business days prior to any onsite work commencing.
- 2.15 Communicate procedure with Purchaser at least five (5) business days prior to schedule shut-down / tie-in. Coordination with Purchaser is a must in order to minimize impact to Purchaser's and/or Purchasers' operations. All shut downs must have Purchaser and Client approval before occurring. Shutdowns shall occur only during time periods approved by Purchaser, such as overnight or on weekends if necessary.
- 2.16 EPC Contractor personnel and any visitors must park only in approved areas.
- 2.17 Comply with all Client or Purchaser provided site specific security requirements, including any inspections required by Purchaser when entering and exiting the site. Any theft of or damage to Purchaser equipment left on the ground level of the Site, is ultimately the responsibility of the EPC Contractor. Provide secure and locked containers or overnight security personnel as needed.
- 2.18 Schedule and facilitate all required inspections including, but not limited to AHJ, utility and incentive authority.

3. Hoisting & Rigging

- 3.1 Client shall coordinate the delivery of any Client-procured equipment and materials to the site (or to alternate location if requested by EPC Contractor). Commercially reasonable efforts will be made to adhere to the Purchasers requested delivery schedule.
- 3.2 In the event that any EPC Contractor-procured equipment and materials are found to be damaged or defective ("Defective Materials"), EPC Contractor shall be solely responsible for the replacement thereof, including but not limited to costs related to: (a) removal of Defective Materials from the Site, (b) procurement of replacement equipment and materials ("Replacement Materials") for the Defective

Materials, and (c) delivery of the Replacement Materials to the point of installation on the Site. Without limiting the generality of the foregoing, in the event any special equipment or additional labor is required to deliver the Replacement Materials to the point of installation, EPC Contractor shall be responsible for payment of all additional costs relating to such special equipment and additional labor.

- 3.3 Conform to the guidelines on the structural drawings for roof loading restrictions when hoisting and staging equipment on the roof. EPC Contractor shall provide rules and guidelines to Client prior to construction start. EPC Contractor shall use resources provided to create a well-defined proposed staging plan. Client will review staging plan and provide feedback or approve. An Client-approved staging plan is required two (2) weeks prior to the start of hoisting.
- 3.4 EPC Contractor must understand the appropriate material handling equipment requirements for offloading, hoisting, staging, etc. Failure to utilize appropriate material handling equipment or methods could result in damage to the materials. EPC Contractor shall not assume Client equipment delivery trailers will contain pallet jacks.
- 3.5 Appropriate material handling and hoisting equipment shall be onsite for all deliveries. This includes forklifts, fork extenders, lulls, pallet jacks, etc.
- 3.6 Client may communicate preferred delivery truck and trailer type to EPC Contractor at least two (2) weeks prior to construction. EPC Contractor shall make every reasonable effort to accommodate Client request.
- 3.7 Utilize certified hoisting and rigging personnel to offload trucks and hoist materials and equipment to the roof. Client delivery truck drivers will not aid in unloading of trailers.
- 3.8 Provide hoisting equipment that adequately clears the roof edge. Hoisting equipment specifications shall be submitted for Client's approval at least ten (10) business days prior to scheduled hoisting.
- 3.9 Material and/or equipment shall never be left on the ground overnight without prior approval by Purchaser and EPC Contractor-provided overnight security. Materials & equipment left on the ground overnight are the responsibility of the EPC Contractor.
- 3.10 At no time shall delivery personnel or truck drivers approach Purchaser facility personnel for the purposes of offloading material.
- 3.11 EPC Contractor is responsible to minimize the impact to site traffic, parking, access and operations as much as possible during the hoisting & rigging process.
- 3.12 EPC Contractor shall provide temporary signage to directed shipment trucks to appropriate receiving area onsite.
- 3.13 Once on the roof, materials-handling shall only be done using pneumatic-wheeled carts or pallet jacks. Weight of materials-handling equipment must be presented to Client for structural review prior to use. Specifications of material-handling equipment must be submitted to Client at least ten (10) days prior to scheduled delivery.
- 3.14 Protected roof "highways" shall be utilized in high traffic areas of the roof throughout the project.
- 3.15 Laydown protection areas including Styrofoam and plywood shall be utilized underneath all material pallets/stacks/piles/etc. on all parts of the roof to minimize roof impact. EPC Contractor shall utilize ¾" plywood with 1" iso-board or ¾" plywood with High Performance Mat (or other EPC Contractor-approved method) as a roof protection method for the roof loading, high traffic and common work areas throughout the life of the Project.
- 3.16 EPC Contractor shall coordinate all ground level staging and storage areas with onsite Purchaser facilities managers before using such areas.
- 3.17 Purchaser shall approve location of dumpster, stair tower, and mobile office with EPC Contractor at least five (5) business days prior to construction.
- 3.18 EPC Contractor shall provide a means of accessing the roof, such as scaffolding or scissor lifts, such that EPC Contractors are not required to enter the building for access. Primary roof access through the interior of the building shall only be allowed if Purchaser provides written approval prior to construction start.
- 3.19 Cutting of conduit and slip sheets is not permitted on the roof, regardless of prep area (if applicable).
- 3.20 Illustrate proposed hoisting/rigging dates in weekly reports to Purchaser. Changes to hoisting/rigging dates must be communicated to Purchaser forty-eight (48) hours in advance.

- 3.21 EPC Contractor shall create a formal roof staging plan. Staging plan shall be submitted to Purchaser for review at least ten (10) business days prior to scheduled hoisting. No hoisting shall be completed without written approval from Purchaser, indicating that the staging plan is acceptable.

4. System Design

- 4.1 Permit/Construction Drawings: The scope of this work will include complete electrical system design of the AC/DC system along with the AC portion of the Project from inverter to point of interconnection. EPC Contractor will prepare permit/construction level drawings consisting of system layouts, associated details, electrical design and specifications on drawings. Racking layouts and foundations are the responsibility of the racking manufacturer. EPC Contractor will be provided with background AutoCAD drawings for inclusion in the design drawings.
- 4.2 System production – EPC Contractor will be responsible for any additional production simulations, as required.

- 4.3 AC and DC ampacity study, short circuit study, coordination study, arc flash analysis

- 4.4 In general, the plans will consist of a minimum of the following sheets; additional sheets to be added as scale of drawings dictates:

- Cover Sheet: Project related data including site location maps, site address, code information and sheet list.
- Overall Site: Layout site map that covers entire Project site and provides basic information including array layouts, site access, staging areas and interconnection points. Site map will be based on approved civil drawings prepared by others.
- General Notes: EPC Contractor as well as Client construction notes.
- Construction Details: Detail sheets will be separated into categories such as site, electrical, grounding, racking and miscellaneous. Details to be provided will include panels and inverter specifications, grounding plans and details, and site related information such as fencing.
- Electrical Plans: Plans included are single line diagrams, conduit routing plans, and wire and conduit size tables for both AC and DC, and string diagrams per array and combiner box. The AC electrical design will be assumed to terminate at designated switchgear.
 - Electrical Design - The electrical design of the system will be provided in accordance with the current prevailing NEC Electrical Code (2014) and will be based on the approved interconnection single line diagram to be provided by Client. EPC Contractor will require to be provided all updates to the single line approval during construction drawings preparation. The system will be designed considering a maximum of 2.5% voltage loss, unless Client requests a different value. EPC Contractor will include within the construction drawings, tables of AC and DC wire sizes, fuse sizes as well as associated calculations.
 - All conduit and wiring must be UL Listed and labelled to show voltage rating.
 - Electrical Interconnection Support - Provide design and office support for assisting with interconnection approval based on previously submitted application and single line diagrams by others.
- Conduit Layouts: Detail layouts of conduit routing including lengths and pull box locations.
- Layout Plans: All sheets required providing complete array locations and dimensions, combiner box locations, etc., inverter locations plans, and enlarged area plans.
- Label Sheets: Required NEC and associated labeling details along with a label

location plan. Drawing Deliverables

- Permit Drawings- will include a 50% and 90% submissions for review and comment, followed by an electronic PDF submission, as well as four (4) sets of signed and sealed drawings for permit submission.
- Construction Drawings- will be a 90% submission for review and comments, followed by an

- electronic PDF submission, as well as two (2) sets of signed and sealed drawings.
- 4.5 Both submissions include one (1) revision to the 90% submission to address comments from Client, but do not include system re-designs as a result of equipment changes to inverters, racking and/or modules. Minor changes in module wattages resulting in minimal modifications to the drawings will be included in the revisions. Following final submission of drawings, any changes will be invoiced on an hourly basis as agreed to by Client. EPC Contractor will provide a proposal for these changes.
 - 4.6 Record Drawings: EPC Contractor will provide record drawings of final completed project based on redlined plans provided by Client and/or its sub-EPC Contractors, as well as one (1) site visit to confirm installation. This scope of work will include preparation of the record drawings, for submission to Client's third party financial engineer, and one (1) revision based on comments from third party engineer. EPC Contractor will submit plans in PDF format, as well as four (4) sets of hard copies. Upon final approval from third party engineer, EPC Contractor will submit stamped plans in PDF format, as well as four (4) sets of hard copies.
 - 4.7 Removed.

5. System Installation

EPC Contractor shall comply with the following:

- 5.1 Install System as per Plans and in accordance with NEC and Utility Interconnection Requirements listed on the utility's website.
- 5.2 All conduit shall be installed per Electrical Code requirements, including but not limited to locations and quantity of supports and expansion joints.
- 5.3 All project equipment shall be installed and located in accordance with the Plans and manufacturer's instructions and requirements.
- 5.4 Furnish and install all electrical, communication and building components necessary for the completion of the project, as per the Plans.
- 5.5 Record and take photos of all solar module pallet ID labels and packing slips delivered to Site. Do so within five (5) business days of delivery to Site. Provide Client with a compiled list of all pallet IDs in Microsoft Excel format. There will likely be one (1) partial pallet delivered to Site. For that partial pallet only, take photos of and record the individual solar module serial numbers in Microsoft Excel format.
- 5.6 Receive all packing slips and bills of lading from all deliveries of Client-procured items. Send electronic copies of all such documents to Client within forty-eight (48) hours of receiving the deliveries.
- 5.7 Install data acquisition system and components.
- 5.8 Paint any plywood or other material used to mount electrical devices on walls with a color approved by EPC Contractor.
- 5.9 Install all inverter assemblies required as per the plans and manufacturer guidelines.
- 5.10 Install racking per the plans and the manufacturer guidelines.
- 5.11 Install solar modules per the plans and the manufacturer guidelines.
- 5.12 Install and configure all monitoring hardware, per the plans.
- 5.13 Install all other equipment, not specifically addressed, per the plans.
- 5.14 All exterior conduit on rooftop shall be EMT (Electrical Metal Tubing) with threaded fittings, unless otherwise specified (set screw connectors are not acceptable). Conduit wire trays only acceptable if submittal given to EPC Contractor, indicating areas of use, with spec sheets. Said submittal must be explicitly approved by EPC Contractor prior to construction.
- 5.15 All exterior conduit on the side of the building shall be mounted in cable tray per plan set unless otherwise specified.
- 5.16 All PV source circuit conductors shall be of type copper and "PV Wire", as noted on plans.
- 5.17 As applicable, all trenched conduit shall be of type PVC, schedule 80 buried 24" below grade. Use rubber

conduit supports from a manufacturer approved by EPC Contractor. No wood or other supports shall be used without prior approval from EPC Contractor Representative, unless otherwise specified. When preparing to trench under existing perimeter fences the EPC Contractor must first coordinate with the Purchaser's facility manager by providing five

(5) business days advance notice. Additional measures may be necessary during this task in order to maintain site security such as having Purchaser personnel on guard. All trench work crossing existing perimeter fencing must be completed within the same day. These trenches cannot be left open overnight.

- 5.18 As applicable, EPC Contractor shall install all ballast blocks as shown on plans.
- 5.19 As applicable, ballast blocks must all be of the same manufacturer, model and color. Ballast blocks as shown on plans and in accordance with ASTM C1491 – Exterior Grade Concrete Pavers. Specifications of ballast shall be provided to Client at least ten (10) business days prior to installation.
- 5.20 EPC Contractor shall coordinate all roof penetration flashing work, damage repairs, etc. with roofer/installer of existing roof system. Roofer contact information will be provided after EPC Contractor has been awarded and contract has been executed.
- 5.21 Provide and install AC disconnect switches per NEC and interconnect agreement requirements beyond those listed in Plans.
- 5.22 All strut and hardware shall be galvanized steel. Where hardware contacts aluminum components, hardware shall be stainless steel A316. Where galvanized materials are cut thereby exposing non-galvanized materials, an approved galvanizing spray component shall be applied to prevent oxidation at that area.
- 5.23 Provide and install breakers, disconnects and fuses as per plans.
- 5.24 Install PV panel jumper wires as listed and specified on plans.
- 5.25 Provide and install 120v AC power and breaker for monitoring system, if not currently available at the Purchaser facility. Check plans first.
- 5.26 Secure all roof-top material exposed to wind prior to leaving the Site, including wind diverters for ballasted roof racks if applicable. In no situation shall ballast racks be installed and left overnight without ballast blocks installed.
- 5.27 All conduit, not already sized by EPC Contractor, as shown on plans, shall be sized appropriately based on fill de- rates for number and type of conductors.
- 5.28 All conduit shall enter combiner boxes and/or junction boxes from the side and shall not enter from the top.
- 5.29 Wire management is an important and visible part of the PV array. All wiring should be run along the solar panel frames and concealed and bundled neatly whenever possible. Refer to Drawings and Specifications for further wire management details.
- 5.30 Wire management should utilize Heyco SunBundlers or similar. Specifications shall be submitted to EPC Contractor at least ten (10) business days prior to installation. Excess length shall be clipped and discarded appropriately and any metal clips/crimps shall be hidden from view. Any clips or clamps used must be submitted to EPC Contractor for approval.
- 5.31 It is suggested that Client be present for start of wire management in order to offer any feedback on EPC Contractors proposed wire management methods. Should Client decline presence, provide photos of initial wire management install and send to Client for approval.
- 5.32 Approved crimping tools shall be used in achieving crimps on ground wires.
- 5.33 Specifications of crimping tool must be submitted to Client at least ten (10) business days prior to scheduled installation.
- 5.34 No wire or other material installed by EPC Contractor shall shade modules at any time.
- 5.35 Appropriate safety considerations and NEC requirements shall be followed for all interconnection procedures. EPC Contractor will schedule all shut-downs with utility and Purchaser per feedback and request from EPC Contractor. EPC Contractor will assist as needed.
- 5.36 Furnish and install all electrical and building components necessary for the completion of the project, as per plans.

- 5.37 For line-side connections to the existing building switchgear, EPC Contractor shall present materials to be used and plan to connect to Purchaser at least five (5) business days prior to planned shutdown date. Purchaser reserves the right to modify or deny the methods presented and must grant ultimate approval prior to interconnection.
- 5.38 EPC Contractor furnished equipment includes all other required BOS material needed in order to fully install the system to be supplied by EPC Contractor.
- 5.39 [Fencing construction method: Galvanized chain link fence posts must be spaced in line of fence not further than 10 feet on center. Intermediate or line posts, may be driven by mechanical means. A suitable driving cap must be used to ensure that no damage is caused to the post, galvanization coating. Posts not driven, and all other types of posts must be set in Portland cement concrete acceptable to the Engineer. Concrete footings must extend a minimum of 4 inches below the bottom of the post. The footing diameter must be 12 inches for terminal, corner, pull or brace posts. All tops of concrete footings must be crowned to shed water. When ledge rock is encountered, the posts must be set in 6 inch minimum diameter holes drilled into rock to a minimum 12 inches deep and must be grouted in correct position. All fence end posts must be braced. Braces must be installed at 100 foot intervals to maintain tension. Corner posts must be braced at each change in direction. Brace posts with 2 braces must be provided for all heights where changes in horizontal or vertical alignment of 10 degrees or more occur. Where additional braces are required, they must be spaced as indicated on the plans. The top rail must pass through the line post loop cap and form a continuous brace from end to end of fence. The rail must be provided with sleeve connectors approximately every 20 feet. The sleeve connectors must be at least 7 inches long. Fabric must be fastened to line posts with tie wires spaced approximately 12 inches apart. The fabric must be fastened to the top rail with tie wires spaced approximately 18 inches apart. Where it is not practicable to conform the fence to the general contour of the ground (as ditches, channels, etc.) the opening beneath the fence must be enclosed with galvanized chain link fabric and sufficiently braced to preclude access, but not to restrict the flow of water. Fabric must be fastened to the end of the gate frames by tension bars and tension bands, and to the top and bottom of the gate frames by tie wires in the same manner as specified for the galvanized chain link fence fabric. The drop bar locking device for the gate must be provided with a footing of Portland cement concrete crowned at the top to shed water and provided with a hole to receive the locking bar. A heavy-duty padlock with 2 keys must be furnished by the Contractor for each gate. The size of the footing and depth of penetration of the locking bar into the footing must be as shown on the plans. Chain link mesh must be disconnected and secured to the terminal post using appropriate hardware.]⁷

6. Project Management

EPC Contractor shall:

- 6.1 Assign a qualified project manager experienced with solar installations of similar size and scope upon receipt of agreement.
- 6.2 Respond to all inquiries from Client within twenty-four (24) hours.
- 6.3 Provide Client with seven (7) days advance notice of entering the Project Site/
- 6.4 Familiarize themselves and team of installers and electrician with the design, and specific installation requirements of each system component via EPC Contractor supplied documents, manufacturer installation instructions and videos found on manufacturer websites.
- 6.5 Identify potential design conflicts with local code and/or interconnection requirements.
- 6.6 Schedule, facilitate and attend all required inspections including, but not limited to AHJ, utility and roof warranty holder inspections.
- 6.7 Communicate municipality and utility inspection schedule and status to Client and Purchaser prior to inspection so that EPC Contractor representatives have the option to be onsite if appropriate.
- 6.8 Communicate any inspection failures or deficiencies with Client and Purchaser immediately.

⁷ For ground mount projects only

- 6.9 Communicate verbal inspection approvals to Client and Purchaser immediately following inspection.
- 6.10 All conversations with inspectors and/or utility personnel shall be accurately documented and shared with Client immediately.
- 6.11 Reach out to local fire department and offer to provide system training. Training includes a site tour with fire department personnel. Purchaser shall utilize EPC Contractor provided PDF files, highlight the locations of all disconnects, and provide to the fire department.
- 6.12 Provide Purchaser and Client with all requested project-related documents within two (2) business days of request. These documents include, but are not limited to, SDS manual(s), safety manual and plan, business license, certificate of insurance, copies of zoning, building and electrical permit applications and/or permits, copies of inspection certificates, bill(s) of sale, warranty documents and additional work order pricing.
- 6.13 Provide Purchaser and Client with an updated project report, project plan, schedule, and progress photographs by close of business each week or on a predetermined agreed-upon schedule at least weekly.
- 6.14 Purchaser and Client reserve the right to require the installing EPC Contractor to touch base with the Purchaser facility site manager daily. Such interaction would include discussion of work to be performed that day and in which areas of the roof.
- 6.15 EPC Contractor shall provide Purchaser and Client with a written communication tree diagram for EPC Contractor and Purchaser and Client use, at least five (5) business days prior to construction.
- 6.16 Communicate any inspection failures or deficiencies with Purchaser and Client immediately.

7. Site Management

EPC Contractor shall:

- 7.1 Submit an Equipment Schedule that identifies when all EPC Contractor procured materials and equipment shall be ordered and onsite. This schedule shall include modules, inverters, and racking.
- 7.2 provide a Site Management Plan illustrating the layout of the Purchaser property, proposed locations of dumpsters, restroom, equipment unloading areas, equipment staging/storage areas, crane/lift loading areas, EPC Contractor parking, box containers, jobsite trailers, site access and roof access locations.
- 7.3 For standing seam roofs, temporary or permanent roof safety tie-off anchors shall be installed throughout the roof. EPC Contractor shall coordinate any and all roof penetrations with Purchaser and roof warranty holder. Obtain all approvals in writing prior to installing anchors. Any active roof warranties must remain in effect after the installation of the equipment. Coordination and communication with the roofing manufacturers as well as fees associated with any required roof inspection necessary to secure an overburden waiver are the responsibility of the EPC Contractor.
- 7.4 Alternative safety measures, such as flag perimeters may be approved, contingent upon Client approval.
- 7.5 Submit a written plan for site preparation and roof protection.
- 7.6 Submit a Rigging Plan in a written and drawing format for the transportation of all equipment.
- 7.7 Clearly mark restricted perimeters of the Work areas.
- 7.8 Conform to the guidelines on the structural drawings for roof loading restrictions when hoisting and staging equipment on the roof.
- 7.9 At no time shall delivery personnel or truck drivers approach Purchaser personnel for the purposes of offloading material.
- 7.10 EPC Contractor is responsible to minimize the impact to site traffic, parking, access and operations as much as possible during the hoisting & rigging process.
- 7.11 In no way shall construction obstruct the Purchaser facility operations.
- 7.12 EPC Contractor shall in no way impede Purchaser deliveries or logistics with their equipment.
- 7.13 Provide vehicle and pedestrian traffic barriers and signage along the perimeter of any areas where work is performed or construction/hoisting/rigging equipment is present.
- 7.14 Provide jobsite personnel training on safety procedures, including but not limited to use of safety equipment, first aid location and use, emergency procedures, emergency contacts and preventative safety practices.

- 7.15 Provide rooftop safety barriers as appropriate on the roof of the Purchaser facility and OSHA approved fall support equipment if necessary. Submit plan and safety equipment specs to Client for review.
- 7.16 EPC Contractor responsible for costs to repair any roof damage that occurs during installation. Must use roof warranty holder-approved roofing specialist for repair work. Note that Client will be responsible for one (1) third- party roof inspections before and one (1) inspection after installation to determine whether there has been any damage. Should additional inspections result from EPC Contractor caused damage or repairs, additional inspection costs shall be the responsibility of the EPC Contractor.
- 7.17 Immediately report any roof damage to Purchaser and Client.
- 7.18 Note that only a roofing manufacturer-approved contractor shall make repairs.
- 7.19 Roof repairs shall be made on a timetable agreeable to Purchaser and Client.
- 7.20 Provide daily removal and clean-up of all debris associated with work, including but not limited to wire, wire sheathing, loose hardware, concrete fragments, plastic, personal items, etc. Use of Purchaser dumpsters is strictly prohibited.
- 7.21 As applicable, EPC Contractor shall not permit pencil markings to be made on the aluminum roof. Such markings can cause corrosion over time. In addition, EPC Contractor shall clean up all metal scraps, and any other material that can cause dielectric corrosion on the roof, daily.
- 7.22 EPC Contractor to provide and maintain dumpsters as necessary. Dumpster location to be approved by Purchaser at least five (5) business days prior to arrival.

8. Performance Testing and Commissioning:

- 8.1 The main disconnects must be locked in the open (OFF) position until Purchaser provides permission to close the circuits. Once power is available to the system, EPC Contractor shall only operate one (1) string inverter at a time for pre-commissioning. At no time shall EPC Contractor operate multiple string inverters simultaneously, until EPC Contractor notifies Purchaser that tax equity funding has been approved. EPC Contractor shall test each string inverter individually in preparation for whole system testing.
- 8.2 EPC Contractor shall provide the appropriate testing in-line with the Commissioning Form in Schedule #14 to ensure a completely operational System interconnected with the utility. Such testing shall include, but not be limited to, string testing of the array, combiners, re-combiners (if applicable), complete inverter start-up testing, monitoring system communication testing, and performance testing of the System.
- 8.3 All inspections to be completed in accordance with project schedule, except that a delay in an inspection or a scheduled shut down (or other work scheduled by the EPC Contractor required for interconnection) due to the Client, or a request from the Client, that has an impact on the project schedule shall not result in liquidated damages.
- 8.4 All labeling to be completed prior to AHJ inspection or EPC Contractor commissioning.
- 8.5 Test and commission the system at project close-out using EPC Contractor's template for System Commissioning.
- 8.6 Commissioning is a critical part of project close-out and acceptance. EPC Contractor is to ask for clarification from Client if additional questions remain on commissioning requirements.
- 8.7 EPC Contractor commissioning document shall be made available to Client.
- 8.8 EPC Contractor shall be required to submit a scanned copy of signed hard copy of Commissioning Form within forty-eight (48) hours of completion. EPC Contractor shall also be required to enter information via Client provided electronic platform in order to be considered officially complete.
- 8.9 EPC Contractor will provide the commissioning test procedures. EPC Contractor's formal onsite commissioning should be a redundant testing of the System. The EPC Contractor shall perform all commissioning to ensure the System is fully operational prior to EPC Contractor arriving onsite.
- 8.10 Megger Testing:
- 8.11 Megger test the following feeders for insulation resistance, document results via photographs and on the System Verification form and submit to Client.
- 8.12 Meg wires from inverters to disconnect.
- 8.13 Meg wires from disconnect to main breaker.
- 8.14 Polarity and Connectivity: Check the polarity and connectivity of each string and home-run wiring,

- document on the System Verification form, and submit to Client.
- 8.15 Inverter(s): Perform start-up procedures, including simulating voltage power loss to the inverters, contained in manufacturer's installation service manual. Complete manufacturer's Start-Up Form, document results on the System Verification form, and submit both forms to Client. Perform inverter inspection and document results on the Inverter inspection form. Perform inverter commissioning and document results on EPC Contractor Inverter Commissioning Form.
 - 8.16 DAS: Perform procedures contained in manufacturer's installation service manual. Provide the Modbus number(s) for each device and document on System Verification Form connection on a drawing. Configure the meter(s) per manufacturer's guidelines. Verify that the current transformers (CTs) are oriented and installed per manufacturer guidelines. Configure weather station per manufacturer guidelines. Configure the DAS system online by contacting the DAS representative. Confirm that all equipment is reporting and recording accurate data. Submit signed and dated report identifying procedures taken, any trouble-shooting required and when system was live and accurately reporting all data.
 - 8.17 Combiner Boxes/Re-combiner Boxes (as applicable): Perform procedures contained in manufacturer's installation service manual. Complete System Verification form and submit to Client. Perform combiner box inspection on each and document results on EPC Contractors Combiner Box Commissioning Form and submit to Client.
 - 8.18 Complete IV Curve testing and submit to Client.
 - 8.19 Complete installation, electrical build-out, testing & commissioning and final Punchlist Work and submit to Client.
 - 8.20 Complete Capacity Test in accordance with Schedule #25.⁸

9 Document Submittal

Prior to initial onsite construction meeting between EPC Contractor and Purchaser:

- 9.1 Job Contact Sheet illustrating roster of onsite staff and qualifications.
- 9.2 Site Management Plan, roof protection plan and Hoisting/Rigging/Staging Plan
- 9.3 EPC Contractor's Daily Work Schedule template and EPC Contractor provided equipment schedule identifying estimated procurement date and lead times.
- 9.4 Copy of EPC Contractor-approved safety plan
- 9.5 Updated project schedule
- 9.6 Copy of all approved permits required for construction and commercial operation, as applicable.

Pre-Construction Meeting (Prior to Installation):

- 9.7 Pre-Construction Meeting is held on Site by EPC Contractor, Purchaser Representative and Client. Site walk conducted to identify how EPC Contractor shall hoist and where they shall locate equipment.
- 9.8 Review Site Management Plan, Roof Protection Plan, Rigging/Hoisting Plan and Daily Work Schedule with Purchaser and Client.
- 9.9 EPC Contractor shall meet with Client, at least ten (10) days prior to construction to perform a drawing walk- through.

During Installation:

- 9.10 EPC Contractor shall receive all material required for the system installation. Upon each delivery and receipt of material, EPC Contractor shall confirm in writing that expected materials have been delivered and submit to Client with copy of packing slip and signed Bill of Lading in coordination with daily Foreman's Log.

⁸ For systems >400 kW AC

- 9.11 EPC Contractor shall photograph all packing slips, bills of lading, and any other logistics-related documents that arrive with material pallets and packages.
- 9.12 EPC Contractor shall, on a daily basis, complete a comprehensive Foreman's Log during the entire project period. The Foreman's Log shall be submitted via email (in PDF format) by noon the following day for the previous day's Work and the preceding two (2) weeks. If acceptable to Client, the daily log update can change to weekly as construction progresses.
- 9.13 EPC Contractor shall contact utility and understand how many hours at a time the system may be operational, prior to formal utility Permission to Operate (PTO).

Prior to Final Completion:

- 9.14 EPC Contractor shall complete and submit all commissioning and performance tests forms to Client.
- 9.15 EPC Contractor shall provide copy or photograph of approved municipality inspection sticker(s).
- 9.16 EPC Contractor shall provide module pallet ID numbers and all inverter serial numbers, in electronic format.
- 9.17 Client and EPC Contractor shall have agreed upon all Punchlist work.

After Final Completion

EPC Contractor shall complete and submit:

- 9.18 As-Built Drawing Set five (5) business days after Final Complete confirming the following:
 - a. Final system size
 - b. Module locations
 - c. Module quantity per circuit, per string inverter
 - d. Raceway location (if applicable) and cable tray spec
 - e. Path of branch runs
 - f. Re-combiner/combiner locations listing terminal location and the associated combiner boxes tied to each home run cable (if applicable)
 - g. Disconnect location/size/trip rating
 - h. PVDP locations
 - i. Inverter location(s) with identification numbers, dimensions, spacing/setbacks and serial numbers
 - j. Equipment pad size/location/orientation (if applicable)
 - k. Conduit/raceway riser drawing of conduits/ cables coming over/through the roof, down the wall to the main electrical room.
 - l. Location of data acquisition box, weather station, low voltage transformers and other monitoring devices. Location of electrical panel which supplies power to monitoring equipment.
 - m. Any obstruction removed or unaccounted for at the commencement of construction
- 9.19 As part of the As-Built submittal, identify all equipment serial numbers as follows:
 - a. Solar module pallet IDs. Actual serial numbers for partial pallets only.
 - b. Inverter assembly components
 - c. DAS monitoring equipment which includes meters, weather station, CTs, cell modem, data logger, Ethernet switch, power supplies, if listed in BOM.
 - d. When applicable smart combiner boxes and re-combiner boxes
- 9.20 EPC Contractor shall take photographs of the following equipment upon completion of the System installation and upload photographs to the designated FTP website:
 - a. DAS equipment
 - b. Solar array
 - c. Wire management methods
 - d. Inverter and inverter mounting
 - e. Site modifications, including but not limited to landscaping, gates/fencing, etc.
- 9.21 EPC Contractor shall provide final production report based in final system design as provided in As-

Builts

10 Interconnection Application Status

[As of the date of this Agreement, Client has submitted an interconnection application, and paid the application fees, to the Utility associated with the System.]

[As of the date of this Agreement, Client has not submitted an interconnection application to the Utility associated with the System.]

Schedule #18

Required Permits and Approvals

1. Discretionary Permits

- a. CEPA
- b. CT DEEP
- c. [Siting Council]

2. Ministerial Permits

- a. DAS-Building
-

Schedule #19

Approved Subcontractors

AE Solutions, LLC	Greenwood Industries, Inc
AECOM Technical Services, Inc	Landtech Consultants, Inc
AEROTEK	Miller Bros
ALSO ENERGY, INC	National Roofing Partners
Atlas Scaffolding & Equipment	Nobis Engineering
American Crane Rental, LLC	Paquette Electric Co., Inc
American Electrical Testing Co, LLC	Peak Performance Energy
AMPS Electric, LLC	Pure Power Engineering, Inc
All Points Technology	Premier Power, LLC
Alternative Power Generation, Inc	RBI Solar
A Quick Pick Crane	Revamp Engineering, Inc
Bay Crane	Scios Consulting, Inc
Buehler & Buehler Structural Engineers	Terrasmart
Commonwealth Electrical Technologies, Inc	Universal Scaffold Rentals
D&D Electrical Contractors, LLC	Vara 3D, inc
Dewberry Engineering, Inc	Verdant Project Management
EBI Consulting	Wayne J. Griffin Electric, Inc

Schedule #20

Schedule of Values

Pursuant to Section 13, **the Contract Sum** is below. If the Contract Sum is adjusted, pursuant to Section 13.1, the Schedule of Values below shall be adjusted to reflect the new Contract Sum. Contractor and Client have agreed on the following Schedule of Values apportioning the Contract Sum across the items identified below, which Contractor and Client agree constitute the significant cost items associated with the Scope of Work. The items identified below are for the convenience of administering payments to Contractor and shall not be interpreted as establishing or modifying Contractor's Scope of Work under the Agreement. Client reserves the right in its sole discretion to assign any costs for the Work submitted by Contractor to any item set forth below.

Task #	Code #	Task Name	\$	%
Engineering				
1	E1102	Electrical/ Structural/ Civil Engineering		
2	E1102	Permitting		
Procurement				
3	E1201	Procure PV Modules		
4	E1202	Procure Mounting Structures		
5	E1203	Procure Inverters		
6	E1204	Balance of System - DC/AC		
7	E1205	DAS / Monitoring and Controls		
Construction				
8	E1301	Mobilization		
9	E1302	Site Preparation (Civil Construction)		
10	E1303	Mounting Structure Installation		
11	E1304	Module Installation		
12	E1305	Balance of System DC / AC Installation		
13	E1306	Commissioning		
14	E1307	Miscellaneous		
		Total		

Schedule #21

Authorizing Resolution and Authorized Signers

The undersigned hereby states and affirms that he/she is [circle one] Secretary/Managing Member/President/General Partner/Vice President of _____, an entity domesticated in the State of _____ (“Company”) and that the following is a true and correct copy of resolutions adopted at a meeting of said Company’s governing body on the _____ day of _____, _____, and that it has not since been repealed or amended:

WHEREAS, that the [circle one] Secretary/Managing Member/President/General Partner/Vice President, and such other officers as he/she may designate, are hereby authorized, empowered, and directed to take any and all action necessary or desirable to execute and approve EPC Agreements between this Company and CEFIA Holdings LLC for the design, installation, and construction of solar PV systems and such other documents, agreements, certificates, filings, letters, assignments, consents, waivers, releases, notices, applications or other instruments and documents contemplated thereby (including any amendments, supplements or modifications thereto) (collectively, the “Transaction Documents”).

NOW, THEREFORE, BE IT RESOLVED, that it is deemed advisable and in the best interests of Company to enter into the transactions contemplated by the Transaction Documents and to execute and deliver and perform its obligations under the Transaction Documents and the proposed terms and conditions of the Transaction Documents and the transactions contemplated thereby;

RESOLVED FURTHER, that the execution and delivery by Company of the Transaction Documents, and the performance of its obligations thereunder, be, and the same hereby are, specifically ratified, approved and confirmed.

RESOLVED FURTHER, it is in the best interest of the Company to execute and deliver the Transaction documents and therefore confer such authority (a “Power of Signature”) upon the following employees or agents (each being an “Authorized Agent”):

_____ Type or Print Name and Title	_____ Signature
_____ Type or Print Name and Title	_____ Signature
_____ Type or Print Name and Title	_____ Signature

to (a) prepare, execute, deliver and perform under the Transaction Documents, (b) do or cause to be done, in the name and on behalf of Company, any and all such acts and things contemplated by the Transaction Documents, (c) execute, deliver and file any and all such additional agreements, certificates, filings, letters, assignments, consents, waivers, releases, notices, applications, documents or other instruments (including any amendments, supplements or modifications thereto) in connection with the Transaction Documents, and (d) pay such fees and expenses as may be necessary in connection with the Transaction Documents, in each case with such changes therein and additions or amendments thereto as such Authorized Agent executing the same on behalf of Company shall approve, such Authorized Agent’s execution thereof to be conclusive evidence of such approval, and as such Authorized Agent may deem necessary, advisable or appropriate in the judgment of such Authorized Agent to effectuate and comply with the foregoing.

RESOLVED FURTHER, that any and all actions previously taken in furtherance of the transactions and matters authorized or contemplated by the foregoing resolutions be, and they hereby are, ratified, approved and confirmed in all respects and that said actions shall have the same force and effect as if they were taken

with the prior approval of the Board.

RESOLVED FURTHER, that each Authorized Agent, acting singly, is authorized and empowered to take all such further action as he may in his discretion deem to be in the best interests of Company in connection with or arising out of the aforementioned transactions or matters.

RESOLVED FURTHER, that a copy of these written resolutions be inserted in the minute book of Company.

IN WITNESS WHEREOF the undersigned has hereunto set his hand as [circle one] Secretary/Managing Member/President/General Partner/Vice President, and has caused the seal of the Company to be hereunto affixed, this day of _____, _____.

BY: _____ SEAL

Printed Name

Title

Schedule #22
Release, Hold Harmless and Indemnification Agreement

This **Release, Hold Harmless and Indemnification Agreement** ("Agreement"), is made as of [_____] [____], 20____, and is by _____ ("Contractor").

WITNESSETH:

WHEREAS, the Contractor has been selected by _____ to perform solar powered electricity supply Services at State of Connecticut ("State") Properties pursuant to that certain [EPC Agreement] which includes, but is not limited to, assessments, planning and the installation of solar generated electricity supply to the State.

WHEREAS, _____ is willing to award Work to the Contractor provided that the Contractor agrees to waive any liability that _____ may have and to indemnify and hold _____ harmless from any liability that may arise as a result of performing the Work, and agrees that Contractor not _____ is directly responsible to the State for Work and any liabilities arising from Work;

WHEREAS, the Contractor, on behalf of him/herself, successors and assigns agrees to the conditions herein,

NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated into the body of this Agreement by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Contractor does hereby agree as follows:

1. **Release and Waiver:** The Contractor hereby releases, waives, relinquishes, absolves, and discharges _____, its parent, affiliates and its and their employees, agents, officers, directors, and trustees from any and all liability, damages, costs, and expenses of any nature whatsoever resulting directly or indirectly from the Work awarded to Contractor by _____ including, without limitation, any injuries or damages that the Contractor and the employees, contractors, subcontractors, invitees and guests of the Contractor may suffer or incur in connection with the performance or nonperformance of the Work.

2. **Hold Harmless/Indemnification:** The Contractor shall defend, hold harmless, and indemnify _____ its parent, affiliates and its and their employees, agents, officers, directors, and trustees from and against any and all liability, losses, claims, damages, costs, attorney(s) fees (at trial or on appeal) and expenses of whatever kind or nature which _____ may sustain, suffer or incur, or be required to pay due to damages or losses suffered by any person, including without limitation, the employees, contractors, subcontractors, invitees, and guests of the Contractor arising out of or related to the Work by the Contractor.

3. **Responsible to State:** The Contractor agrees that Contractor not _____ is responsible to the State for Work and any liability arising from said Work.

IN WITNESS WHEREOF, Contractor, by its duly authorized agent, has executed this Agreement as of the date set forth above.

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

Schedule #23

Department of Correction Contractor Security Requirements

A. Facility Admittance

- (1) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction ("DOC") facility ("Facility") or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
- (2) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Accordingly, Contractors must obtain from the DOC a form for each such employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:
 - a) Name
 - b) Date of Birth
 - c) Social Security Number
 - d) Driver's License Number
 - e) Physical Characteristics (such as age, height, weight, etc.)

B. Official Working Rules

Contractors shall adhere to the following Official Working Rules of the DOC:

- (1) All Contractors shall report to the Facility's security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (2) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (3) No verbal or personal contact with any inmates.
- (4) Equipment will be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (5) Hacksaws, blades and files will remain in the custody of the officer assigned, except when actually being used.
- (6) The correctional officials may refuse admittance to any Contractor personnel for any cause the correctional officials deem to be sufficient.
- (7) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (8) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (9) Work at the Facility shall be carried on during the time between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours.
The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (10) The Contractor shall ensure that when all equipment is not in use, it will be unusable or be supervised to prevent use by inmates.
- (11) The Contractor shall supply to DOC a copy of all material safety data sheets for all

products used in the process of construction, construction materials, and products brought onto the Facility.

- (12) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of any work.

C. Rules Concerning Department of Correction Facilities

Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractor Parties must read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:

(1) Restricted Areas

All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel must first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

(2) Inmates

There may be times when inmates may be working adjacent to or in the same area as construction personnel. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person shall have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

(3) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

(4) Contraband

Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

"Contraband" means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are "contraband." Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

D. State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

- (1) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:
 - a) Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class "D" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.] The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
 - b) Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]
 - c) Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.
- (2) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174a, which provides as follows:
 - a) A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
 - b) Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]
- (3) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:
 - a) A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
 - b) Conveyance or use of an electronic wireless communication device in a correctional institution is a class A misdemeanor.

Schedule #24
EPC Contractor's System Warranty

1. System Information. This warranty ("Warranty") applies to the System installed by EPC Contractor pursuant to this Agreement.

2. System Warranty. Subject at all times to the terms, conditions, and limitations set out in this Warranty, EPC Contractor warrants that (a) services have been performed in a good and workmanlike manner, (b) materials and equipment shall be new and unused as of the date of installation, and (c) the System shall conform to the Specification on the Substantial Completion Date and shall be free from defects in materials and workmanship under normal operating conditions for a period of five (5) years thereafter ("Warranty Term"); provided, however, that this Warranty does not cover goods, components, and photovoltaic modules covered by an applicable pass-through warranty from an equipment manufacturer (such warranties are assigned to Client in accordance with Section 3 below). This Warranty shall not include any warranty statements beyond the scope of this Warranty and provided by Other Manufacturers as described in Section 3 below. Upon a breach of the Warranty during the Warranty Term, EPC Contractor will, upon Notice from Client of a valid warranty claim, at EPC Contractor's sole option, either repair or replace any defective parts. EPC Contractor must have at all times, as a condition precedent to EPC Contractor's warranty obligations hereunder, reasonable access to the Site as necessary to perform its warranty obligations under this Agreement. All costs for the removal, replacement and reinstallation of all equipment and materials necessary to gain access to defective Work shall be borne by EPC Contractor. Unless this Warranty is extended by written agreement, Client shall pay for any repair costs incurred by EPC Contractor after the Warranty Term expires. This Warranty applies solely to the System and does not include (i) roof repair or maintenance or (ii) site work, including but not limited to, grading and landscape maintenance, if applicable.

3. Manufacturer Warranties. EPC Contractor assigns to Client the applicable pass-through warranties from EPC Contractor's manufacturers, including photovoltaic modules and inverters ("Other Manufacturers"). EPC Contractor warrants that materials and equipment subject to warranties of Other Manufacturers have been installed in accordance with the requirements of those warranties. EPC Contractor makes no representation or warranty, and Client shall seek no recourse from EPC Contractor, unless specifically provided to the contrary, regarding the warranties of Other Manufacturers, including, without limitation, the power output of the photovoltaic modules.

EPC Contractor shall procure on Client's behalf all warranties of Other Manufacturers, upon Substantial Completion shall transfer to Client all Other Manufacturers' warranties, shall not backstop any warranty of Other Manufacturers and shall not step into the shoes of Other Manufacturers that becomes insolvent or fails to, in any way, stand behind their warranty. EPC Contractor shall procure equipment with minimum warranty terms of:

- a. Photovoltaic Modules: Twenty (20) year power warranty with not more than 15% allowable degradation of power during a 10-year period, and not more than 20% allowable degradation of power during a 20-year period;
- b. Inverters: Free of defects for a period of not less than ten (10) years; and
- c. Racking/Mounting: Free of defects for a period of not less than ten (10) years.

4. Warranty Exceptions. This Warranty does not apply to:

- 4.1** Damage, malfunction, or degradation of the System, including electrical output, to the extent caused by:
 - a. failure to Properly Operate or Maintain the System (as described below); or
 - b. any repair or replacement using a part or service not provided or authorized in writing by EPC Contractor; or
 - c. normal wear and tear, including expected degradation electrical output; or
 - d. environmental factors, including but not limited to corrosion, insects, animals, lightning, flooding, and winds in excess of design specifications.
- 4.2** Damage, malfunction, or degradation of the System, including electrical output and System's supporting structure, to the extent:
 - a. resulting from Client or third party abuse, accident, alteration, improper use, solar infringement, negligence, vandalism, theft, or a Force Majeure Event; or
 - b. caused by unknown structural defects with the building or foundation upon which the System is located, excepting structures installed by EPC Contractor and included under this warranty scope; or
 - c. resulting from change in usage of the building or site, including neighboring surroundings, without the written approval of EPC Contractor.
- 4.3** Damage, malfunction, maintenance or degradation of any carport lighting systems or other lighting systems installed as part of the project, except as provided for in Section 2 above.
- 4.4** For purposes of this Section, "Properly Operate and Maintain the System" shall mean that Client, or qualified party on Client's behalf, shall:
 - a. perform all initial troubleshooting and diagnostics, including photographic evidence and reporting of inverter fault codes, when applicable, prior to submitting a warranty claim; and
 - b. otherwise operate and maintain the System in full accordance with the printed manuals and instructions provided with the System to Client; provided that, for the avoidance of doubt, should the operation and maintenance of the System be

performed by or on behalf of O&M Contractor pursuant to the Operations and Maintenance Agreement providing for such services for the duration of the Warranty Term, Proper Operation and Maintenance shall be deemed satisfied for purposes of this Warranty. Resetting of any protective devices and replacement of any fuses or other consumables within the System are assumed to be included within Proper Operation and Maintenance and not included within the scope of this Warranty.

5. Successors and Assigns. This Warranty shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns (including, without limitation, any owner or tenant of the Site). No assignment by Client shall relieve EPC Contractor of any of its obligations under this Warranty. Nothing in this Warranty, expressed or implied, is intended to confer any rights, remedies, obligations or liabilities under or by reason of this Warranty upon any Person other than the Parties.

6. Disclaimer. Except as expressly provided herein, EPC Contractor expressly disclaims any and all warranties of any kind, express, implied or statutory, including without limitation any implied warranties of merchantability and/or fitness for a particular purpose. Neither the Agreement nor any document furnished under it, unless explicitly stated, is intended to express or imply any warranty or guarantee with regard to the performance of the System with respect to (i) electricity output, (ii) reduction in energy costs or environmental savings, (iii) financial savings or return on investment and (iv) public recognition.

-END-

Schedule #25
[Capacity Testing upon Commissioning]⁹

Capacity testing to verify Expected Capacity (as defined below under Acceptance Criteria and definition of Expected Capacity):

Procedure. To demonstrate the System's ability to meet the Expected Capacity upon commissioning, 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 pyranometer, and system performance data required for the test shall be collected using the monitoring system provided with the System. The data subsampling rate should be 15 seconds or less averaged into the corresponding time interval used in the data set. Reporting conditions for the test shall be calculated to be the median values of the corresponding plane of array irradiance, temperature, and wind speed of the modeled or measured data set after filtering per the ASTM standard and this document. Following ASTM E2939-13, Standard Practice for Determining Reporting Conditions and Expected Capacity for Photovoltaic Non-Concentrator Systems can also be used to calculate the reporting conditions. Availability losses and soiling losses should be removed from the Client approved PVsyst model used to calculate the Expected Capacity at the reporting conditions. Periods of irradiance below 400W/m², shading, and inverter clipping should be filtered out of both the PVsyst model data and the onsite measured data. The terms "photovoltaic system power, P", "plane-of-array irradiance", and "reporting conditions" shall have the meanings as defined in ASTM E2848-13. The optional section 9.1.7 Unstable Conditions of the ASTM E2848-13, standard shall be incorporated unless the parties agree to remove depending on the available data, test outcome, and appearance of the scatter plot.

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.

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. Pyranometer shall be cleaned during the test window to make sure it is measuring the full irradiance.

⁹ For systems >400 kW AC

Acceptance criteria and definition of Expected Capacity. The expected capacity, PRCE, 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 expected capacity, PRCG, shall be the expected capacity margined by a contract tolerance of 3%:

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

Cure Period. If when first tested the test report does not meet the Expected Capacity, the EPC Contractor shall, upon reasonable notice to Client, be afforded thirty (30) days (the “Cure Period”) 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.

Sole Remedy. If the System does not satisfy the Expected Capacity requirement when first tested, the EPC Contractor, at its expense and sole option shall thereafter immediately correct such defect by repairing, replacing, supplementing the power shortfall by providing additional modules as necessary to achieve the Expected Capacity, per the initial design, or provide an equitable solution to compensate for the Expected 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 best efforts, the Parties will negotiate an equitable solution with respect to such equipment or parts thereof.

SCHEDULE #26
CERT-140

Department of
Revenue
Services State
of Connecticut
450 Columbus Blvd Ste 1
Hartford CT 06103-1837

(New 07/07)

CER

T-140

Solar Heating Systems, Solar Electricity Generating Systems, and Ice Storage Cooling Systems

General Purpose: A contractor, property owner, or tenant uses this certificate to purchase the following items exempt from sales and use taxes:

- Solar energy electricity generating systems;
- Passive solar water or space heating systems;
- Active solar water or space heating systems;
- Geothermal resource systems;
- Equipment related to any of the systems above; **and**
- Services described in Conn. Gen. Stat. §12-407(a)(37)(I) relating to the installation of any of the systems above.

A contractor, property owner, or tenant uses this certificate to purchase the following items exempt from sales and use taxes for a utility ratepayer who is billed by a utility on a time-of-service metering basis:

- Ice storage systems used for cooling;
- Equipment related to ice storage cooling systems; **and**
- Services described in Conn. Gen. Stat. §12-407(a)(37)(I) relating to the installation of ice storage cooling systems.

This certificate advises the seller that the purchase of the system, equipment for the system, or services related to the installation of the system is exempt from tax. This certificate may only be used for purchases exempt under 2007 Conn. Pub. Acts 242, §68. See **Special Notice 2007(7)**, *2007 Legislation Granting a Connecticut Sales and Use Tax Exemption for Sales of Solar Heating Systems, Solar Electricity Generating Systems, and Ice Storage Cooling Systems*.

Statutory Authority: 2007 Conn. Pub. Acts 242, §68.

Instructions for the Purchaser: A purchaser of a solar energy electricity generating system, passive or active solar water or space

heating system, or geothermal resource system, including equipment related to the system, and sales of services described in Conn. Gen. Stat. §12-407(a)(37)(I) related to the installation of the system can sign and issue this certificate to advise the seller of these items that the purchase is exempt.

A purchaser of an ice storage system used for cooling, equipment related to the system, and services described in Conn. Gen. Stat. §12-407(a)(37)(I) related to the installation of the system for a utility ratepayer who is billed by the utility on a time-of-service metering basis can sign and issue this certificate to advise the seller of these items that the purchase is exempt.

Keep a copy of the certificate and records that substantiate the information entered on this certificate for at least six years from the date it is issued. If you have a Connecticut Tax Registration Number, enter the tax registration number. If you have a tax registration number assigned by another state, enter the other state's tax registration number and identify the state.

The purchaser must provide the address where the services are being performed when purchasing services relating to the installation of a solar energy electricity generating system, passive or active solar water or space heating system, or geothermal resource system.

The purchaser must provide the address where the services are being performed when purchasing services relating to the installation of an ice storage system used for cooling for a utility ratepayer who is billed by the utility on a time-of-service metering basis.

The purchaser must provide the address where a solar energy electricity generating system, passive or active solar water or space heating system, geothermal resource system, or ice storage cooling systems, including equipment related to any of these systems, are to be installed if the information is available at the time that this

certificate is issued.

Instructions for the Seller: Acceptance of this certificate, when properly completed, relieves the seller from the burden of proving that the sale and storage, use, or other consumption of the items described above are not subject to sales and use taxes. This certificate is valid only if taken in good faith from the person who is purchasing the items. The good faith of the seller will be questioned if the seller has knowledge of the facts that suggest the purchaser is not purchasing a system, equipment related to the system, and services related to installing the system that qualifies for exemption under 2007 Conn. Pub. Acts 242, §68 and, in the case of a purchase of an ice storage system used for cooling, good faith will also be questioned if the seller has reason to believe the purchase is not made for a utility ratepayer who is billed on a time-of-service metering basis. Keep this certificate and bills or invoices to the purchaser for at least six years from the date of the purchase. The bills, invoices, or records covering all purchases made under this certificate must be marked to indicate this was an exempt purchase. The words "Exempt under CERT-140" satisfy the requirement.

This certificate can be used for individual exempt purchases of the tangible personal property described above or of services described in Conn. Gen. Stat. §12-407(a)(37)(I), in which event the purchaser must check the box marked "Certificate for One Purchase Only." The certificate can also be used for a continuing line of exempt purchases of the tangible personal property described above, in which event the purchaser must check the box marked "Blanket Certificate." A blanket certificate remains in effect for a three-year period unless the purchaser revokes it in writing before the period expires.

For More Information: Call the Department of Revenue Services (DRS) at 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) or 860-297-5962 (from anywhere). **TTY, TDD, and Text Telephone users** only may transmit inquiries anytime by calling 860-297-4911. Visit the DRS website at www.ct.gov/DRS to preview and download forms and publications.

Name of Purchaser	Address	CT Tax Registration Number (If applicable)	Federal Employer ID # (If applicable)
Name of Seller	Address	CT Tax Registration Number (If none, explain.)	Federal Employer ID #
Check one box: <input checked="" type="checkbox"/> Blanket certificate for purchase of tangible personal property described below <input type="checkbox"/> Certificate for one purchase only of tangible personal property or services described below			
Check the appropriate box(es) and provide a written description of each item purchased: <input type="checkbox"/> Solar energy electricity generating systems; <input type="checkbox"/> Passive solar water or space heating systems; <input type="checkbox"/> Active solar water or space heating systems; <input type="checkbox"/> Geothermal resource systems; <input type="checkbox"/> Equipment related to any of the systems above; <input type="checkbox"/> Services described in Conn. Gen. Stat. §12-407(a)(37)(I) relating to the installation of any of the systems above; <input type="checkbox"/> Ice storage systems used for cooling; <input type="checkbox"/> Equipment related to ice storage cooling systems; or <input type="checkbox"/> Services described in Conn. Gen. Stat. §12-407(a)(37)(I) relating to the installation of ice storage cooling systems.			
Description			
Provide the address where systems and related equipment purchased with this certificate are intended to be used, if available. Provide the address where services related to the installation of systems described above purchased with this certificate will be performed. This must be completed if services related to the installation of the systems are purchased. Street Address: _____ City, State, ZIP Code: _____			

Declaration by Purchaser

The item(s) described above qualify for exemption under 2007 Conn. Pub. Acts 242, §68.

Declaration: I declare under penalty of law that I have examined this return or document (including any accompanying schedules and statements) and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return or document to DRS is a fine of not more than \$5,000, or imprisonment for not more than five years, or both.

Name of Purchaser

By: _____
 Authorized Signature of Property Owner, Tenant, or Contractor Title Date

CERT-140 (Back) (New 07/07)

Schedule #27

Project Design