

ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT

Between

**[_____] LLC,
("Client")**

and

**[_____] (COMPANY NAME)_____,
("EPC Contractor"),**

Effective as of [_____] (DATE)_____]

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ENGINEERING, PROCUREMENT, & CONSTRUCTION (EPC) AGREEMENT

This Engineering, Procurement and Construction Agreement (“Agreement”) is made effective as of [] (DATE)] (the “Effective Date”) between [] LLC, A [] (state) LIMITED LIABILITY COMPANY] (“CLIENT”) and [] (COMPANY NAME)], a [] (COMPANY TYPE)] WITH OFFICES AT [] (COMPANY ADDRESS)] (“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)].

RECITALS

WHEREAS, Client is developing the solar photovoltaic electric generating facility described on **Schedules #1** and **#2** hereto (the “**Solar PV System**” or “**System**”) on a licensed portion (the “**Site**”) of the real property located at the address set forth on **Schedule #2** hereto (the “**Premises**”);

WHEREAS, Client wishes to engage EPC Contractor to design, construct, install, and commission the Solar PV System as set forth herein; and

WHEREAS, EPC Contractor wishes to accept such engagement and will design, construct, install, and commission the Solar PV System as set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual agreements, representations, warranties, and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and EPC Contractor agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS; INTERPRETATION

Section 1.1 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:

“**Additional Insureds**” has the meaning given in Section 21.1.2.

“**Agreement**” has the meaning set forth in the preamble.

“**Changed Condition**” has the meaning given it in Section 3.3.

“Claim” has the meaning given it in Section 15.4.

“Claims” has the meaning given in Section 21.2.

“Claiming Party” means a Party prevented by Force Majeure from carrying out, in whole or part, its obligations under this EPC Agreement.

“Client” has the meaning set forth in the Preamble.

“Client’s Agent” has the meaning given it in Section 14.1.

“Client Risk Event” means any of the following events to the extent such event increases EPC Contractor’s cost of performing the Work or delays the performance of the Work: (a) any substantive change in the Scope of Work requested by Client; (b) any failure by Client to perform timely any covenant of Client under this Agreement; (c) any unreasonable interference with EPC Contractor’s performance of the Work caused by Client, Client’s other contractors or representatives, Site Owner, or any of Site Owner’s tenants or invitees (unless, in each case, expressly permitted under this Agreement); (d) any change in law that affects EPC Contractor’s ability to perform Services and Work (other than any change in any income tax or gross receipts law) occurring after the date hereof; or (e) any other circumstance or event that is expressly designated herein as an “Client Risk Event.”

“Collaterally Assigned Assets” has the meaning given in Section 23.10.1.

“Completion Cost” has the meaning given it in Section 18.6.

“Construction Documents” consist of the architectural, mechanical, electrical, and engineering plans, drawings and specifications as specified in **Schedule #12** (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 whether electronic and or hard copy, as issued by EPC Contractor or any Subcontractor as provided in this Agreement.

“Contract Documents” means collectively (a) this Agreement, together with all exhibits, and schedules hereto, (b) the Construction Documents, (c) the Project Schedule, and (d) any Project Change Orders.

“Contract Sum” is the amount set forth in Section 13.1 and **Schedule #6**.

“DAS” has the meaning given it in Section 12.3.

“Day” means a calendar day unless otherwise specifically defined.

“Defective Work” has the meaning set forth in Section 19.1.

“Engineering Services Company” means any company that is engaged for services provided by its Professional Engineers.

“EPC Agreement” means this Agreement.

“EPC Contractor” has the meaning set forth in the Preamble.

“EPC Contractor’s Supervisor(s)” has the meaning set forth in Section 5.1.

“Expected Economic Benefit” has the meaning set forth in Section 11.1.4.

“Final Completion” means the full completion of all Work, including the satisfaction of all conditions for Substantial Completion, together with those set forth in **Schedule #11** have been achieved such that the System has obtained final and complete Utility approval to energize required by any Governmental Authority in connection with the installation, operation, or use of the System.

“Final Completion Date” means the date that Client makes the Final Completion payment (Payment #6 in **Schedule #6**) to EPC Contractor, which will be no later than the date set forth in the Project Schedule, provided that EPC Contractor has submitted Project Completion Documents and System Completion Documents that Client has approved, or otherwise indicated any required changes and reasonable basis for same, all in accordance with this Agreement.

“Force Majeure” means any event or circumstance that prevents a Party from performing its obligations under this EPC Agreement, which event or circumstance (i) is not within the reasonable control, or is not the result of the negligence or willful misconduct, of the Claiming Party, and (ii) by the exercise of reasonable due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided and shall be deemed to include, but not be limited to, acts of God, acts of civil or military authorities, acts of war or public enemy, blockade, civil insurrections, riots, fires, explosions, floods, landslide, mudslide, severe or extreme weather conditions, interruption of transportation, embargoes, or other causes of a similar nature. Notwithstanding the foregoing, a Force Majeure Event shall not include: (i) a strike, work stoppage or labor dispute limited only to any one or more of EPC Contractor, its affiliates, or any other third party employed or engaged by EPC Contractor to perform the Work; (ii) mechanical or equipment failure (unless caused by an act of God); (iii) storms and other climatic or weather conditions that are not abnormally severe for the location of the Site (taking into consideration the time of year); (iv) economic hardship; (v) changes in market conditions; (vi) unavailability of laborers, subcontractors, or vendors (unless due to an act of God); (vii) any failure to obtain or delay in obtaining any permits or other approvals issued or to be issued by any Governmental Authority; or (viii) delays in the delivery of equipment or materials by any Subcontractor or vendor (unless caused by an act of God) or the failure of any such equipment or materials to conform to the quality and specifications set forth in any contract.

“Good Engineering and Operating Practices” means generally accepted and sound independent power producer industry practices, methods and acts applicable to similarly situated U.S. facilities acts (including those engaged in or approved by a significant portion of the solar PV-generated electric power industry and/or the North American Electric Reliability Corporation), which at a particular time, in the exercise of reasonable judgment in light of the facts known or that reasonably should be known at the time a decision is made, would be expected to accomplish the desired result in a manner consistent with Applicable Laws, reliability, safety, environmental

protection, economy and expedition. Good Engineering and Operating Practices is not intended to be limited to the optimum practices, methods and acts to the exclusion of all others, but rather to be acceptable practices, methods, and acts generally accepted in similarly situated facilities.

“Governmental Authority” shall mean each of the United States of America, or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Guaranteed Substantial Completion Date” means _____, 20__.

“Hazardous Materials” means any toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous substance, material or waste that is or becomes regulated by applicable law or any Governmental Authority. The term “Hazardous Materials” includes, but is not limited to, heavy metals, asbestos, and PCBs discovered in or on the Premises.

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

“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.

“Indemnifying Party” has the meaning given in Section 21.2.

“Indemnitees” has the meaning given in Section 21.2.

“Insurance” has the meaning given in Section 21.1.1.

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

“Legal Requirements” means all present and future laws, codes, ordinances, statutes, requirements, orders and regulations of a court or 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.

“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.

“Major Equipment” means the photovoltaic modules, mounting Solar PV System hardware, and the inverter(s), and such other equipment as identified on the “List of Major Equipment” annexed hereto as **Schedule #1**.

“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.

“Mechanical Completion” means when the Work is mechanically, electrically and structurally complete in accordance with the requirements of this Agreement, Good Engineering and Operating Practices and is capable of delivering electricity to the applicable delivery point such that the System is ready for commissioning and testing (but commissioning and testing has not yet occurred), in the reasonable discretion of Client such that all requirements of this Agreement have been achieved, including the delivery of an executed **Schedule #9**.

“Mechanical Completion Date” means the date that Client makes the Mechanical Completion payment (Payment #4 in **Schedule #6**) to EPC Contractor, 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, all in accordance with this Agreement.

“Milestone” means any of the following events: (a) completion of all Construction Documents; (b) receipt of all permits necessary for the design, construction, and installation of the Solar PV System; (c) delivery of all Major Equipment to the Premises; and (d) any other events identified on **Schedule #6** hereto.

“Notice of Substantial Completion” means a written document provided by EPC Contractor to Client advising Client that Substantial Completion has been achieved and providing a date by which Client shall acknowledge that such notice.

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

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

“Party” or “Parties” has the meaning set forth in the Preamble.

“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.

“Pre-Construction Services” has the meaning set forth in Section 11.2.

“Premises” has the meaning set forth in the Preamble.

“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.

“Progress Report” has the meaning set forth in Section 6.1.

“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.

“Project Change Order” means a written order signed by Client and EPC Contractor after execution of this Agreement, that modifies the Scope of Work, Guaranteed Substantial Completion Date and/or Contract Sum.

“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.

“Project Schedule” means construction project schedule, in form and substance reasonably satisfactory to Client, that is prepared by EPC Contractor and approved by Client in accordance with **Schedule #3**, and that is based on and specifically identifies the dates on which EPC Contractor shall begin and complete various parts of the Work, including the dates by which EPC Contractor shall complete each Milestone, the Guaranteed Substantial Completion Date, the estimated date of Final Completion, and dates on which information and approvals are required from Client based on timely submissions to Client by EPC Contractor, a copy of which will be as appended to **Schedule #3** in accordance with Section 6.1 of this Agreement.

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

“Punchlist Work” means any item of Work that: (a) Client reasonably identifies or EPC Contractor identifies at the time of Substantial Completion as defective or requiring completion; (b) does not impede Client’s ability to safely operate the System in accordance with Good Engineering and Operating Practices; and (c) is not required for the commercial operation of the System or for any approvals (other than Utility Approvals) from any Governmental Authority in connection with the construction, installation, or operation of the Solar PV System.

“Purchaser” means [Company name], together with its heirs, successors or assigns, being that same entity defined as “Buyer” in that certain Power Purchase [and License] Agreement entered into between the Buyer and Client dated as of [].

“Request to Proceed” means the Request to Proceed, attached hereto as **Schedule #13**, requesting Client’s approval to commence the Work.

“Scope of Work” means Services and Work, as detailed in **Schedule #18**, 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.

“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.

“Site Owner” means [].

“Solar PV System Design” has the meaning given it in Section 11.1.3.

“Solar PV System Expected Production” has the meaning given to it in **Schedule #2**

“Standard of Care” has the meaning given it in Section 3.2.

“Subcontractor” means a person or entity retained or engaged by the EPC Contractor as an independent contractor as provided in **Schedule #20**, which can be amended from time to time with prior approval from Client. For purposes of this Agreement, Subcontractors shall include, but not be 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.

“Substantial Completion” means that construction milestone stage at which: (a) all of the Work (other than Punchlist Work) has been installed, (b) the System has been commissioned and tested pursuant to, and in accordance with the Construction Documents and the requirements hereof; (c) EPC Contractor has delivered to Client each System Completion Document that must be delivered as a condition to Substantial Completion as set forth in **Schedule #10** hereto; (d) EPC Contractor has obtained and provided to Client all approvals, licenses, and certificates of occupancy and use that are required by any Governmental Authority in connection with the installation, operation, or use of the System; (e) EPC Contractor has delivered a Notice of Substantial Completion to Client; and, (f) Client has notified EPC Contractor in writing that Client has accepted such Notice of Substantial Completion, such acceptance not to be unreasonably withheld; provided, however, that if Client has not, within five (5) Days after receiving such Notice of Substantial Completion: (x) notified EPC Contractor in writing that Client has accepted such Notice of Substantial Completion; or (y) provided a written response to EPC Contractor identifying the tasks that Client reasonably determines must still be completed before Substantial Completion can occur, including the completion and execution of **Schedule #10**, then such Notice of Substantial Completion shall be deemed accepted and approved.

“Substantial Completion Date” means the date that Client makes the Substantial Completion payment (Payment #5 in **Schedule #6**) to EPC Contractor, 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, all in accordance with this Agreement.

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

“System 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 #11** hereto.

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

“UL Listed” means products that are listed by Underwriters Laboratory.

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

“Utility Approvals” means any and all inspections that the System must pass and any and all approvals that the System must receive from the Utility for the System to operate in parallel with and deliver energy generated by the System to the Utility’s electrical distribution or transmission system.

“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 Good Engineering and Operating Practices.

“Warranty Standard” has the meaning set forth in Section 19.1.

“Work” means all Services and 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.

Section 1.2 Interpretation. 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.

ARTICLE 2 SCOPE OF WORK

Section 2.1 EPC Contractor’s Obligation to Perform Services. Without limiting the generality of this Section 2.1 or the requirements of any other provision of this Agreement, EPC Contractor shall perform the following services: 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 this Agreement and the Construction Documents. 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 Good Engineering and Operating Practices and Legal Requirements, including all Major Equipment to be installed on such existing building. EPC Contractor shall perform the Work such that the Work, upon completion, will provide for the development of a project capable of meeting the requirements set forth in this Agreement and the Construction Documents.

Section 2.2 Supervision of the Work. 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 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, Client, and Others. When Legal Requirements require that Services be performed by licensed professionals, EPC Contractor shall provide those Services through the performance of qualified persons or entities duly licensed to practice their professions.

Section 2.3 Client Review of Construction Documents. EPC Contractor shall submit all Construction Documents to Client for review and approval. Client shall provide EPC Contractor with any comments that Client may have on any Construction Document within fourteen (14) Days after receipt of such Construction Document. Client's approval of any Construction Document shall not be unreasonably withheld, conditioned, or delayed; provided, however, that if Client does not provide any comments to such Construction Document within the fourteen (14) Day timeframe, such Construction Document shall be deemed approved. Notwithstanding anything to the contrary in the Contract Documents, Client's review and or approval of any Construction Documents or any other element of EPC Contractor's Work shall not be construed as a waiver of Defective Work nor shall any such review or approval excuse EPC Contractor or any Subcontractor of any obligation or liability arising from the Work.

Section 2.4 Work Plan. EPC Contractor will work with Client to design an installation and work plan consistent with this Agreement, the Construction Documents, and the Project Schedule. Upon written request of Client, EPC Contractor shall coordinate the services and necessary demarcations between services of any consultants, contractors, subcontractors, or suppliers retained by Client in connection with the Project with those services provided by EPC Contractor and or its Subcontractors and consultants.

Section 2.5 Work Areas, Security of Premises. 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.

Section 2.6 Cutting, Fitting, and Patching. 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.

ARTICLE 3

EPC CONTRACTOR'S REPRESENTATIONS AND RESPONSIBILITIES

Section 3.1 Licensing Requirements. EPC Contractor represents and warrants that EPC Contractor and each Subcontractor performing any portion of the Work is or will be duly licensed and registered to perform such portion of the Work as and when required in the jurisdiction where the Premises is located and, if applicable, where such Work is being performed. EPC Contractor shall provide Client, within ten (10) Days after the Effective Date or the date on which any Subcontractor agreement is executed, reasonable evidence of the licensing and registration of EPC

Contractor or such Subcontractor, respectively. Client will be notified within ten (10) Days of any changes, suspensions, or revocations of licenses held by either EPC Contractor or any Subcontractor to the extent any such revocation would prevent, or have a material adverse effect on, the performance of the Work.

Section 3.2 Standard of Care. EPC Contractor covenants and agrees with Client: (a) to perform the Work or to cause the performance of the Work to be consistent with the professional skill and care ordinarily provided by similar, sophisticated engineering, procurement, and construction firms practicing in the same or similar locality under the same or similar circumstances (the “**Standard of Care**”); (b) to cooperate with Client and Others in furthering the commercially reasonable interests of Client with respect to the System, including the timely provision of construction milestone completion certificates at according construction milestones (e.g. Mechanical Completion, Substantial Completion, and Final Completion) for Client review and acceptance; and (c) to perform the 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.

Section 3.3 Examination of Premises. EPC Contractor represents and warrants that (i) it has visited and inspected the Premises, including the Site, and has become familiar with all conditions under which the 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 Work will be performed will not hinder EPC Contractor from fulfilling its obligations under this Agreement. To the extent that Client becomes aware of any material change in the conditions of the Site at any time after the date hereof that is not the result of the actions of EPC Contractor, any Subcontractor, or any person for whom EPC Contractor is legally liable (any such change, a “**Changed Condition**”): (x) Client shall notify EPC Contractor in writing of the nature of such Changed Condition and shall afford EPC Contractor another opportunity to visit the Site to assess the impact of such Changed Condition on the Work. Any Changed Condition that increases EPC Contractor’s cost to perform or delays EPC Contractor’s performance of the Work shall be a Client Risk Event.

Section 3.4 Compliance with Requirements; Utility Requirements. EPC Contractor represents, warrants and confirms, that: (a) EPC Contractor shall and shall cause each Subcontractor to perform all Work in accordance with all Legal Requirements, Utility Requirements, warranty requirements, and other requirements of any Governmental Authorities that are applicable to the engineering, design, construction, installation and commissioning of the System; and (b) the System, upon Final Completion, will be capable of being operated in accordance with all applicable Legal Requirements, Utility Requirement, warranty requirements, and other requirements of any Governmental Authorities. EPC Contractor shall give any and all notices required and comply with all Legal Requirements, Utility Requirements, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

Section 3.5 Sufficiency of Contract Sum. EPC Contractor represents and warrants to Client that the Contract Sum, as such amount may be modified in accordance herewith, provides

sufficient funds for EPC Contractor to complete the Work and to achieve Final Completion in accordance with the terms hereof. EPC Contractor is fully liable for the completion of the Project regardless of any failure to satisfy the warranties or representations set forth in this section.

Section 3.6 Wage Payments. EPC Contractor represents, warrants, and covenants that all labor wage payments made in connection with the performance of the Work shall be made in compliance with all Legal Requirements. EPC Contractor represents and warrants that any Subcontractor(s) will comply with all Legal Requirements for labor wage payments.

Section 3.7 Health and Safety. 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.

Section 3.8 Rebates and Incentives. 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, Major Equipment or other aspects of the Work ("***Rebates and Incentives***"), all of which shall be the sole property of Client. The Parties agree that any funds received by any Party for workforce development and or job training and or philanthropic support and or other support for pre-development work is specifically excluded from the definition of Rebates and Incentives.

Section 3.9 Maintenance of Insurance. 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 defined in Section 21. 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 "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 thirty (30) Days prior written notice to Client. EPC Contractor shall provide 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 and/or its insurance company within ten (10) Days of any changes, suspensions, or cancellations of any Insurance required in this Section 3.9.

EPC Contractor Insurance required in this 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.

Client retains the right to amend insurance requirements to reflect any changes in currently approved or available forms or endorsements, or to reflect current industry insurance standards.

ARTICLE 4 SUBCONTRACTOR(S); SUBCONSULTANTS; SUPPLIERS

Section 4.1 Subcontractors and Material Suppliers. Subject to Section 4.2, EPC Contractor shall hire, retain, contract with, manage, direct, and supervise all Material Suppliers and Subcontractors.

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

Section 4.2 Selection of Subcontractors. Prior to EPC Contractor engaging any Subcontractor or Material Supplier in connection with the Work, EPC Contractor shall furnish Client with the name, address, credentials, and other relevant information reasonably requested by Client with respect to such person and shall not engage such person if Client has objected to the use of such party in connection with the System within seven (7) Days after the date on which EPC Contractor has furnished all such information to Client; provided that such objection is reasonable and based on objective factors. Unless otherwise stated herein, EPC Contractor shall, within ten (10) Days after Client's written request, furnish Client with a list of the names and addresses of all such Subcontractor(s) and/or Material Supplier(s).

Section 4.3 Form of Subcontracts. Any agreement with any Subcontractor or Material Supplier (each, a "***Subcontract***"): (a) shall conform to the applicable payment provisions of this EPC Agreement; and (b) shall be consistent with all applicable Legal Requirements and Utility Requirements. EPC Contractor shall and shall cause each Subcontractor to provide lien waivers and releases in favor of Client, in form and substance attached hereto as **Schedule #14** and consistent with Legal Requirements and reasonably satisfactory to Client, for Work performed prior to Client paying to EPC Contractor any progress payments or final payments under this Agreement for such Work. Nothing contained in the Contract Documents shall create any contractual relationship between Client and any Subcontractor or Material Supplier, nor create any obligation on the part of Client to pay or to see to the payment of any sum to any such Subcontractor or Material Supplier.

Section 4.4 EPC Contractor Compliance with Subcontracts. 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 entity the agreed price for its Work properly completed. In the event that EPC Contractor fails to pay any amount to Subcontractor or Material Supplier as required under its applicable Subcontract, Client shall have the option (but not the obligation), upon written notice to EPC Contractor, to pay such amount directly to such Subcontractor or Material Supplier directly and to deduct the amount so paid from the Contract Sum.

ARTICLE 5

SUPERVISION; PERFORMANCE OF THE WORK; CONSTRUCTION SERVICES

Section 5.1 EPC Contractor's Supervisor(s). EPC Contractor's supervisor(s) assigned to the Work ("***EPC Contractor's Supervisor(s)***"), as or if required under applicable Legal Requirements, shall be duly licensed in the city and state of the Premises. EPC Contractor's Supervisor(s) is (are) the only individual(s) authorized to supervise and direct the performance of the Work on behalf of EPC Contractor, and EPC Contractor shall not, except upon the request 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 Supervisor(s). In the event that an EPC Contractor's Supervisor shall no longer be employed by EPC Contractor, EPC Contractor shall advise Client of the name and qualifications of a new EPC Contractor Supervisor and shall obtain Client's agreement of such EPC Contractor Supervisor in writing, such agreement not to be unreasonably withheld. EPC Contractor's Supervisor(s) shall be authorized to act for EPC Contractor in all matters relating to the Work, and all directions given by them shall be as binding as if given by EPC Contractor. EPC Contractor's Supervisor(s) shall be available for consultation with Client and Others at reasonable times and shall not accept any other assignment that shall materially affect their attention to the performance of the Work.

Section 5.2 Preservation of Warranties. EPC Contractor shall and shall cause each of its Subcontractors to install all Major Equipment in accordance with the manufacturer's specifications for such Major Equipment so as to preserve all manufacturer warranties related to such Major Equipment.

Section 5.3 Installation of Electrical Equipment. EPC Contractor shall and shall cause each Subcontractor to install all electrical equipment, conduit and wiring included in the Work in accordance with National Electrical Code standards, as and to the extent required by the authority having jurisdiction in the city, county or state in which the Premises are located, and all Legal Requirements and Utility Requirements. Wiring must be UL listed, with labeling to show the voltage rating.

Section 5.4 Commissioning. EPC Contractor shall commission all Major Equipment after installation in accordance with each piece of Major Equipment's manufacturer's installation instructions, conditions, and warranties, and in accordance with all Legal Requirements and Utility Requirements. Commissioning shall verify that the performance of each piece of Major Equipment is as specified by the Contract Documents, that all components are in proper working order, and that Client understands the general operating principles of the Solar PV System. EPC Contractor shall, following Substantial Completion, prepare and submit to Client one (1) set of final marked up as-built drawings that document how the various elements of the Work were actually constructed and installed.

Section 5.5 Maintenance of Premises. EPC Contractor shall keep the portion of the Premises that it occupies in connection with the Work 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 Work, remove from such portion of the Premises (including the Site) all rubbish, implements, and surplus materials, and leave such portion of the Premises (including the Site) broom clean.

Section 5.6 Correction of Defective Work. EPC Contractor shall promptly correct any portion of the Work that is rejected by Client as Defective Work as and to the extent required under Section 19.1. EPC Contractor shall bear all costs and expenses associated with correcting any such Defective Work, including, without limitation, any and all damage to the Premises caused by the repair and/or removal of the Defective Work and any additional testing and inspections of the replaced Defective Work.

ARTICLE 6 CONTRACT TIME; PROJECT SCHEDULE

Section 6.1 Project Schedule. EPC Contractor shall, within ten (10) Days after the Effective Date, specifically incorporating all milestone dates set forth in **Schedule #3**, prepare and deliver to Client a proposed Project Schedule for Client's review and approval. Upon Client's approval of such proposed Project Schedule (such approval not to be unreasonably withheld, delayed, or conditioned), such proposed Project Schedule shall become the Project Schedule. No less frequently than every two (2) weeks EPC Contractor shall provide Client with written updates, in electronic form, regarding EPC Contractor's progress toward achieving the Milestones, Substantial Completion, and Final Completion (each, a "***Progress Report***"). 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 Site Owner. EPC Contractor shall complete all portions of the Work necessary to achieve any Milestone as set forth in the Project Schedule.

Section 6.2 Energizing Interconnection. 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.

Section 6.3 Guaranteed Substantial Completion Date. Except as provided herein, the EPC Contractor shall achieve Substantial Completion of the Work not later than the Substantial Completion Date, as set forth in the Project Schedule. The Substantial Completion Date shall not be extended unless agreed to by written Project Change Order signed by Client and EPC Contractor. 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 Substantial Completion Date as set forth in the Project Schedule.

Section 6.4 Liquidated Damages. EPC Contractor acknowledges and agrees that a breach of its covenants in either or both of Section 6.2 and 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 acknowledges and agrees that in the event that EPC Contractor breaches its covenant in Section 6.2 and Client is unable to close its tax equity or loan financing, Client shall be entitled to recover Liquidated Damages in the amount of twenty-six percent (26%) of the Contract Sum. EPC Contractor further agrees that in the event

that EPC Contractor breaches its covenant in Section 6.3, and whether or not it has also breached Section 6.2, Client shall be entitled to recover Liquidated Damages in the amount of \$¹ per day, up to thirty percent (30%) of the Contract Sum (not counting any Liquidated Damages for breach of Section 6.2 that may be paid or payable) (the “***Delay Liquidated Damages Cap***”).

Section 6.5 Liquidated Damages Not a Penalty. 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.

ARTICLE 7 SAFETY

Section 7.1 Safety. EPC Contractor shall take reasonable precautions for the safety of and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and/or other persons on the portion of the Premises occupied by EPC Contractor during the Work (including the Site), including employees of Client, Site Owner, and/or Others; (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off Premises, under care, custody or control of EPC Contractor, its Subcontractors or Material Suppliers; and (c) Client’s or Site Owner’s buildings and other property at the Premises or adjacent thereto. EPC Contractor shall establish, and cause its employees, each Subcontractor, and each such Subcontractor’s employees to comply with reasonable safety procedures (including without limitation all safety procedures mandated by Legal Requirements). EPC Contractor shall enforce discipline and good order among Subcontractor(s) and other persons under its direction and control.

Section 7.2 Reports. The EPC Contractor shall report in writing to 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, providing full details and statements of witnesses. In addition, if death, serious injuries and/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 Client. If any claim is made by anyone against EPC Contractor and or any Subcontractor on account of any accident, EPC Contractor shall report the facts in writing to Client as soon as possible but in any event no later than five (5) Days after the claim is made.

Section 7.3 Site Specific Plan. 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.

¹ Daily PPA Revenue + REC revenue

ARTICLE 8 MATERIALS

Section 8.1 New Materials. All materials and equipment are to be new, unless otherwise specified, and shall be free of defects and improper workmanship. 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.

Section 8.2 Assignment of Equipment. EPC Contractor agrees to assign to Client title to all System components, including all materials on the List of Major Equipment, as well as any guarantees and warranties furnished by Subcontractor(s) and/or Material Supplier(s) at construction milestone #3 in **Schedule #17**.

ARTICLE 9 PERMITS; UTILITY COSTS

Section 9.1 Permits. EPC Contractor and/or Subcontractor(s), at EPC Contractor's sole cost and expense, shall secure all permits and approvals required for the development, construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including but not limited to the building permit. EPC Contractor will provide Client with electronic and or printed copies of all applications for permits and governmental approvals within ten (10) Days after they have been made, 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.

Section 9.2 Utility Costs. EPC Contractor shall pay all fees due to the Utility in connection with the Utility Interconnection Agreement, including application fees. Except as required by the Contract Documents, EPC Contractor shall not be responsible, however, for payment for upgrades or changes to any existing Project Site electrical system(s), equipment (other than the Major Equipment needed for the Solar PV 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.

Section 9.3 Design Requirements. EPC Contractor shall ensure that all designs comply with Good Engineering and Operating Practices, and 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.

ARTICLE 10 REBATES; CREDITS; INCENTIVES

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

ARTICLE 11 PRIOR SERVICES AND PRE-CONSTRUCTION SERVICES

Section 11.1 Work Performed Prior to Effective Date. 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 (the “***Pre-Construction Services***”) 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. 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:

11.1.1 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 #19**.

11.1.2 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.

11.1.3 The initial layout of the Solar PV System and associated equipment, stamped and signed by a certified Professional Engineer and consistent with any Permit Applications (“***Solar PV System Design***”), will be developed so as to determine the precise layout. EPC Contractor will also provide a production report to accurately determine the expected energy production of the Project based on the proposed Solar PV System Design. Client will review such submittals and notify EPC Contractor if such Solar PV System Design and production report is acceptable within ten (10) Days after receipt. Notwithstanding anything to the contrary in the Contract Documents, Client’s review and/or approval of the Solar PV System 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.

11.1.4 An electrical design consisting of single line diagrams will be developed and presented to Client based on the approved Solar PV System 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 PV System to the Project Site's electrical system, and the final designs will be stamped and signed by a certified Professional Engineer. Should the final electrical design affect projected Solar PV System production, the production report will be updated to reflect those changes on Solar PV System Expected Production; if such Solar PV System Expected Production is negatively impacted, the Contract Sum will be adjusted to ensure that Client's expected economic benefit (the "***Expected Economic Benefit***") as of the Effective Date of this Agreement remains unaffected by those Solar PV System Expected Production changes. For the avoidance of doubt, Expected Economic Benefit shall be the Solar PV Project's unlevered internal rate of return, over the life of that certain Power Purchase [and License] Agreement entered into between the Buyer and Client dated as of [], as reasonably calculated by Client.

11.1.5 EPC Contractor shall review the Project with Purchaser's Utility company to determine the method for Utility interconnection acceptable to the Utility and shall submit any and all applications that are required by the Utility for interconnection. EPC Contractor shall interconnect the Solar PV System in accordance with all Utility Requirements.

Section 11.2 Compensation for Pre-Construction Services. 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 in Articles 13 and 18.

ARTICLE 12 COORDINATION WITH PURCHASER AND CLIENT

Section 12.1 Condition of the Premises. Client shall disclose to EPC Contractor any and all conditions concerning the Project Site (including all latent and patent conditions) of which Client has knowledge that are not otherwise readily observable from EPC Contractor's inspection of the Project Site and 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, 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 such information (a) is available to Client without incurring commercially

unreasonable expense based on the value of the Project, and (b) is not included in the 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.

Section 12.2 Removal of Purchaser's Property. 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 PV System 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 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 the cost of the Scope of Work.

Section 12.3 Communication System. 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.

Section 12.4 Site Access; Assistance of Site Owner. 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 System with the existing electrical service(s) and/or Utility or other necessary tasks at Purchaser's premises.

Section 12.5 Client Review of Work. Client or its designated agent may 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.

Section 12.6 Compliance with Project Schedule. 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.

ARTICLE 13

CONTRACT SUM; PAYMENTS ON ACCOUNT OF CONTRACT SUM

Section 13.1 Contract Sum. As compensation in full to EPC Contractor for the full and complete performance of the Work and all of EPC Contractor's obligations hereunder, Client shall

pay to EPC Contractor, in accordance with **Schedule #6**, a fixed price amount of \$ [REDACTED] (the “**Contract Sum**”). The Contract Sum includes all amounts due to 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 the Solar PV System Design is less than the Initial Project Size, **Schedule #6** and **Schedule #21** shall be adjusted to reflect the new Contract Sum, which is calculated by multiplying Client-approved Solar PV System Design size (the “**Final Project Size**,” in units of Watts) by \$[REDACTED]² per Watt. To the extent that the Solar PV System Design and/or the Solar PV System Expected Production are adjusted after the Effective Date of this Agreement, such adjustments shall be approved by Client and, if they are different from 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 PV System Design and/or the Solar PV System Expected Production. 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 Supplier(s) without reimbursement by Client; provided however the Contract Sum is subject to taxes, 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.

Section 13.2 Payment of Contract Sum. EPC Contractor shall submit payment applications on account of Services and Work performed consistent with the intervals for performance set forth in **Schedule #6** (informed by the schedule of values set forth in **Schedule #21**) 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 #16** attached hereto and (ii) the items listed in **Schedule #17**.

Section 13.3 Holdback Amount. Client shall withhold 1.75% of the Contract Sum (“**Holdback Amount**”). The Holdback Amount shall be paid to EPC Contractor after the six-year 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.

Section 13.4 Compensation for Change Orders. 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

² Up to 1/10th of a cent

Services or Work authorized thereunder. Client shall remit payment to EPC Contractor on account of such undisputed amounts within thirty (30) Days.

Section 13.5 Failure of Pay.

13.5.1 Interest on Late Payments. If either Party fails to remit any payment when due to the other Party, then, following the other Party's written notice thereof and the non-paying Party's failure to cure such payment default within ten (10) Days of receipt of such notice, such delinquent amounts shall accrue interest at the prime rate plus two percent (2%) per annum from the beginning of such ten (10) Day period; provided that neither Party shall be obligated to pay any disputed payment or any interest thereon until such disputed payment has been resolved in accordance with the terms of this Agreement.

13.5.2 Suspension for Non-Payment. In the event that: (x) Client fails to make any undisputed payments as and when required by this Agreement; (y) EPC Contractor notifies Client in writing of such failure; and (z) such failure is not remedied by the date that is thirty (30) Days after Client's receipt of such written notice, then EPC Contractor may, in its sole and absolute discretion by issuing a written notice to Client, suspend, as of the date such notice is received by Client, EPC Contractor's performance under this Agreement until such undisputed payments are received by EPC Contractor. Any such suspension by EPC Contractor in accordance with this Section 13.5.2 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 applicable law.

Section 13.6 Liens. Notwithstanding the foregoing, if any mechanic's liens or other claims are filed or maintained against the System or 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 Client or Purchaser, as the case may be, for the satisfaction of such liens or 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.

Section 13.7 Obligation to Install Materials. 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.

ARTICLE 14 CLIENT'S REPRESENTATIVE

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

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

Section 15.1 Changes to the Scope of Work. 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. 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. Client shall review and provide written approval to any changes to the design or the Construction Documents within ten (10) Days following submission to Client. If physical changes to the Project Site are needed to accommodate changes in the Work not otherwise contemplated by the Contract Documents, the Scope of Work, and or reasonably foreseeable by EPC Contractor, Client shall be solely responsible for the cost of effectuating such physical changes.

Section 15.2 Disputes over Change Orders. If Client, at its sole discretion, elects to not approve or fails to approve a Project Change Order proposed 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.

Section 15.3 Relief for Force Majeure Events. 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. If notice is not provided within this five (5) Day period, EPC Contractor cannot assert a Force Majeure event or claim at a later date. EPC Contractor shall not be entitled to any change in the Contract Sum or additional compensation as a result of a Force Majeure Event.

Section 15.4 Relief for Client Risk Events. EPC Contractor shall be entitled to a Project Change Order to address any extension of the Guaranteed Substantial Completion Date or any adjustment of the Contract Sum to the extent EPC Contractor can demonstrate that EPC Contractor's completion of the Work was adversely impacted by a Client Risk Event. Within forty-

eight (48) hours after EPC Contractor becomes or should have become aware of any Client Risk Event, EPC Contractor shall provide Client with written notice of such Client Risk Event and the intent to claim relief for such Client Risk Event, and within ten (10) Days after the occurrence of such Client Risk Event, EPC Contractor shall provide Client with notice in the form of a letter describing in detail the particulars of Client Risk Event and the impact of such Client Risk Event on EPC Contractor's performance of the Work.

Section 15.5 Project Change Orders Final. The execution of a Project Change Order by EPC Contractor shall constitute conclusive evidence of EPC Contractor's agreement to the ordered changes in the Work, the Contract Documents as thus amended, EPC Contractor's compensation and the Guaranteed Substantial Completion Date. EPC Contractor, by executing the Project Change Order, waives and forever releases any claim against 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 EPC Contractor's control, unforeseen field conditions that cannot be reasonably anticipated or expected, or by other causes which Client determines justify additional time and or compensation.

Section 15.6 Compensation for Project Change Orders. In the case of any Project Change Order resulting from a Client Risk Event, EPC Contractor's compensation for such Client Risk Event, if any, shall be a stipulated sum agreed to by the Parties, or the actual costs incurred by EPC Contractor in connection with such Client Risk Event plus a fee equal to 7.5% of such costs, which costs shall include any Services required as a result of such Client Risk Event. The foregoing 7.5% fee shall include all overhead, profit, insurance, and general conditions costs. In no event shall the aggregate mark-up on a Project Change Order exceed the foregoing percentages.

ARTICLE 16 SYSTEM PERFORMANCE

Section 16.1 EPC Contractor shall provide the System performance guarantee set forth in **Schedule #7**.

ARTICLE 17 HAZARDOUS MATERIALS

Section 17.1 Hazardous Materials. 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.

Section 17.2 Indemnity. EPC Contractor shall indemnify and hold Client, 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 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.

ARTICLE 18 TERMINATION

Section 18.1 Termination by Client for Convenience. Client may terminate this Agreement, following thirty (30) Days prior written notice to EPC Contractor.

Section 18.2 Termination by Client for Cause. 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 provide EPC Contractor written notice thereof and an opportunity to cure any such breaches, failures or omissions, within ten (10) Days of such notice. If EPC Contractor has failed to cure, or where such default may not reasonably be cured within such ten (10) Day period and EPC Contractor has otherwise failed during such time to commence and continue to diligently undertake to cure any such breach(es), failure(s), or default(s) identified in the notice, Client may 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.

Section 18.3 Termination by either Party. Either Party may terminate this Agreement if the other Party fails to perform or observe any material provision of this Agreement (other than the obligation of Client to make payments hereunder) and fails to cure such failure within thirty (30) Days after notice from such Party; provided, however, that to the extent such failure is incapable of being cured within such thirty (30) day period through the diligent exercise of all commercially reasonable efforts, and the other Party is diligently pursuing and continues to diligently pursue such cure, then the other Party shall have a reasonable amount of additional time, not to exceed ninety (90) Days in the aggregate, to effect such cure.

Section 18.4 EPC Contractor Remedies upon Termination. If this Agreement is terminated by EPC Contractor pursuant to Section 18.3 above, (a) EPC Contractor shall be entitled to recover from 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 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), (b) 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 (c) EPC Contractor shall have no further obligations under this Agreement.

Section 18.5 Client Remedies upon Termination for Cause. If this Agreement is terminated by Client pursuant to Section 18.2 above, upon Client's request, EPC Contractor shall (i) withdraw from the Project Site, (ii) assist Client in preparing an inventory of all equipment located on the Project Site, in storage or in transit, (iii) 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) 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 a warranty for such Work with the same protections and remedies as set forth in Article 19. 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 18.6.

Section 18.6 Contractor Payment of Completion Costs. Within a reasonable time after a termination of this Agreement by Client pursuant to this Article 18, Client shall provide EPC Contractor with a schedule of values estimating the cost to complete the Work. As soon as practicable thereafter, 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 Price at the time of the termination, then EPC Contractor shall pay Client the difference within twenty (20) Days following receipt of Client's written demand for payment up to 100% of the EPC contract, provided that this cap on EPC Contractor liability shall not apply if EPC Contractor's undertaking of the Work was grossly negligent, fraudulent or if EPC Contractor engaged in willful misconduct, all of 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 Price 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.

ARTICLE 19 WARRANTIES; LIMITATIONS ON LIABILITY

Section 19.1 Contractor Warranty. EPC Contractor warrants that for the six (6) year period following Final Completion Date, (a) the Work will be free from defects, will comply with the requirements of this Agreement and the Construction Documents, and will be performed in accordance with the Good Engineering and Operating Practice, all Legal Requirements, and all Utility Requirements; and (b) all equipment and materials supplied by EPC Contractor as part of

the Work will be of proven design, new, unused, and of good quality and workmanship (the “**Warranty Standard**”). If any Work does not comply with the Warranty Standard (“**Defective Work**”), and Client notifies EPC Contractor of such Defective Work on or before the date that is six (6) years after the Final Completion Date, then EPC Contractor shall promptly, but in no event later than sixty (60) Days after the date on which Client notifies EPC Contractor of such Defective Work, at its sole cost and expense, re-perform, replace, or repair such Defective Work (and any portion of the System that: (x) is damaged as a result of such Defective Work; or (y) must be removed and replaced in connection with such re-performance, replacement, or repair) so that such Defective Work complies with the Warranty Standard.

Section 19.2 Performance Guarantee. EPC Contractor guarantees the performance of the Solar PV System as to the extent set forth in **Schedule #7** hereto

Section 19.3 Installation Warranty. If during the six (6) year period following Final Completion Date, an error is found in the installation Work including any roof areas penetrated as part of the Work as a result of EPC Contractor’s failure or any defective Work, including any roof areas penetrated as part of the Work, and Client has notified EPC Contractor in writing of such error within that period, EPC Contractor shall re-perform the required installation services and provide all work necessary to correct the Work within sixty (60) Days of such notice; assuming that full access to the Project Site as needed to perform same is granted to EPC Contractor, subject to delays in materials/supplies delivery, weather, Government Authorities approvals, and or any other matter beyond EPC Contractor’s control does not interfere with this work. EPC Contractor shall pay all costs incurred by EPC Contractor in performing such corrective services.

Section 19.4 Subcontractor/Supplier Warranties. For all materials and equipment, including all Major Equipment, EPC Contractor shall secure and transfer to Client the manufacturer’s warranties, if any, including without limitation the warranties specifically described on **Schedule #8**, provided that EPC Contractor shall have the ability to enforce such manufacturer’s warranties during EPC Contractor’s six (6) year warranty period. EPC Contractor hereby assigns to Client all rights granted to EPC Contractor under any manufacturer agreement with regard to said equipment (including all warranty and indemnification provisions) and agrees to use commercially reasonable efforts to evidence such assignment to Client. EPC Contractor shall not use equipment or material from any manufacturer that refuses to assign to Client or otherwise issue to Client a manufacturer warranty against defects in such equipment or material. For any non-major equipment manufacturer that does not provide a warranty against defects for at least the six (6) year period following Final Completion Date, or if any such manufacturer warranty is deemed non-assignable, void or otherwise ineffective, EPC Contractor hereby warrants for the six (6) year period following Final Completion Date that said materials shall be free from defects. If during the six (6) year period following Final Completion Date it is shown that there is any defect in any material, equipment or other component of the Project, and Client has notified the EPC Contractor in writing of any such defect within the specified period, EPC Contractor shall promptly replace or repair, to Client’s reasonable satisfaction, any such material, equipment or other component of the Project. Subject only to Section 19.7 below, and notwithstanding the warranties assigned from EPC Contractor to Client described above, any and all repairs and replacements made during the six (6) year period following Final Completion Date pursuant to the warranties described herein shall be at no cost or expense to Client, regardless of whether such

repairs or replacements are required as a result of errors in the engineering and or design services furnished by EPC Contractor, faulty installation, manufacturer's defects in materials or workmanship, or any combination of the foregoing. In addition, EPC Contractor shall promptly respond to any and all of Client's warranty claims made during the six (6) year period following Final Completion Date, and EPC Contractor shall coordinate with any manufacturer to the extent that any manufacturer warranty shall apply with respect to such warranty claims.

Section 19.5 Warranty Exclusions. Any warranty under this Agreement shall not apply to any defect, failure or damage caused by improper use or care by Client. EPC Contractor shall not be obligated to furnish service under such warranty to repair or service damage:

- (a) resulting from attempts by personnel other than EPC Contractor's representatives and or Subcontractors to install, repair or service the covered materials and equipment;
- (b) resulting from improper use or connection to incompatible equipment, physical abuse, damage by accident or neglect, of any covered materials or equipment by Client, Purchaser or any third party (other than EPC Contractor or its Subcontractor(s));
- (c) resulting from malfunction caused by the use of unauthorized or improper parts or supplies except as caused by EPC Contractor and or its Subcontractor(s);
- (d) caused by the modification or integration of materials or equipment purchased by Client pursuant to this Agreement with other products when the effect of such modification or integration increases the time or difficulty of repairing or servicing the covered materials or equipment, except as caused by EPC Contractor and or its Subcontractor(s);
- (e) caused by Force Majeure.

Section 19.6 NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, 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).

Section 19.7 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.

ARTICLE 20 DISPUTE RESOLUTION

Section 20.1 General. In the event of any dispute arising under or in connection with this Agreement, any of the Contract Documents or any Services or Work performed or not performed hereunder, the Parties, upon delivery of a written notice from either Party to the other Party, 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, 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”) in Stamford, CT, under its Construction Industry Arbitration Rules. Arbitration shall be commenced by the complaining Party not later than fifteen (15) Days after the conclusion of the above meeting, 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.

Section 20.2 Performance of Services during Dispute. Unless otherwise provided 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.

ARTICLE 21 INSURANCE; INDEMNITY

Section 21.1 Insurance Requirements.

21.1.1 Insurance. EPC Contractor shall maintain during the performance of the Work, and shall cause each Subcontractor to at all times during the performance of its portion of the Work to maintain the following insurance (“**Insurance**”), all from an insurer with an A.M. Best rating of A-; VII or better, and is reasonably acceptable to Client:

(a) commercial general liability insurance on a standard ISO CG 00 01 form, or equivalent acceptable to Client, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Client must be named as “additional insured” on the CGL policy with ISO endorsement CG 20 38 04 13 *and* ISO endorsement CG 20 40 12 19, or equivalents acceptable to and approved by Client. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured. All coverage provided under this section must be primary and noncontributory as provided by ISO endorsement CG 20 01 04 13

or equivalent acceptable to and approved by Client. The Aggregate limit must apply per job/project. Products/completed operations must be carried for a minimum of two (2) years after completion of job and acceptance by Client.

(b) automobile liability insurance with limits of not less than \$1,000,000 per accident;

(c) worker's compensation insurance covering (A) Statutory requirements and; and (B) Employers liability with limits not less than \$1,000,000 per accident/disease;

(d) Excess or umbrella liability insurance with limits not less than ~~of~~ \$5,000,000 per occurrence/accident and \$5,000,000 in the aggregate, covering over that underlying insurance described in (a), (b) and (c) above;

(e) professional liability of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, for those parties directly providing professional services as part of the Work; if written on a claim made basis, such policy must include full prior acts coverage, or a retroactive or prior acts date set on or before the effective date of this agreement, 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, with a limit equal to the largest single job undertaken by EPC Contractor. Client must be named as Loss Payee on such policy with ISO form with ISO form CP 12 18 10 12, Clause C.2., or equivalent acceptable to and approved by Client.

21.1.2 Other Requirements. EPC Contractor shall provide Client with endorsements to the commercial general liability policy and umbrella policy, in form and substance satisfactory to Client, that include Client (and such other persons or entities as Client may reasonably designate hereafter) as "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 except upon thirty (30) Days' (or ten (10) Days in the case of non-payment of premium) prior written notice to Client. EPC Contractor shall provide Client, within ten (10) Days of the Effective Date, evidence of the Insurance required under this Section 21.1. Client will be notified by EPC Contractor within ten (10) Days after any changes, suspensions, or cancelations of any Insurance required under this Section 21.1.

21.1.3 EPC Contractor's Insurance Primary. EPC Contractor's Insurance coverage shall be primary and noncontributory with respect to any other insurance or self-insurance programs maintained by Client, any applicable Additional Insureds, or the Site Owner.

21.1.4 Damage Caused by Failure to Maintain Insurance. If Client is damaged by the failure of EPC Contractor to purchase or maintain Insurance required hereunder, then EPC Contractor shall bear all reasonable costs (including reasonable attorneys' fees and court costs) incurred by Client in connection therewith.

Section 21.2 Mutual Indemnity. To the fullest extent permitted by law, each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party, its officers, directors, employees, agents, affiliates and representatives and other Parties ("**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 material supplier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, and such action or inaction is in breach of this Agreement; (c) violations of Legal Requirements by the Indemnifying Party, any subcontractor or material supplier, 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 resulting from the actions or omissions of the Indemnifying Party; (f) in the case of EPC Contractor as the Indemnifying Party, bodily injury or property damage arising from the negligent acts or omissions or misconduct of by EPC Contractor or Subcontractor(s); (g) in the case of EPC Contractor as the Indemnifying Party, EPC Contractor's operations; or (h) any breach 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.

Section 21.3 Notice of Indemnity Claims. EPC Contractor shall notify Client 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 EPC Contractor becomes aware of the Claims or threatened Claims.

Section 21.4 Defense of Claims.

(a) EPC Contractor 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 furnishes prompt Notice of its intention to do so to Client and reimburses Client for the reasonable costs and expenses incurred by EPC Contractor prior to the assumption by EPC Contractor of such defense and (ii) such counsel is acceptable to Client, in the exercise of its reasonable judgment.

(b) Unless and until the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnitee(s) and assumes control of the defense of a claim, suit, action or proceeding in accordance with this Article 21, the Indemnitee(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 Indemnitee(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 Indemnitee(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 Indemnitee(s), when and as incurred, unless (i) the employment of counsel by such Indemnitee(s) has been authorized in writing by the Indemnifying Party, (ii) the Indemnitee(s) have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnitee(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.

ARTICLE 22 NOTICE

Section 22.1 Notices. 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
75 Charter Oak Ave, Suite 1-103
Hartford, CT 06106

ATTN: Legal

(b) If to EPC Contractor, to:

[REDACTED]

Section 22.2 Service of Notice. 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.

Section 22.3 Designation of Person to Receive Notice. 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.

ARTICLE 23

MISCELLANEOUS; ENTIRE AGREEMENT; AMENDMENTS; GOVERNING LAW

Section 23.1 Entire Agreement. 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.

Section 23.2 Amendment; Waiver. 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.

Section 23.3 Governing Law. 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.

Section 23.4 Advertising. 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 PV 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.

Section 23.5 No Third-Party Beneficiary. Each Party intends that this Agreement shall neither benefit, nor create any right or cause of action in or on behalf of, any person other than the Parties hereto.

Section 23.6 Invalidity; Severability. 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.

Section 23.7 Execution and Delivery. 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.

Section 23.8 Assignment. 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.

Section 23.9 Counterparts. 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.

Section 23.10 Financing.

23.10.1 General. EPC Contractor recognizes that Client may wish to: (a) finance or refinance all or a part of its investment in this Agreement or the Solar PV System; or (b) pledge its interest in this Agreement or the Solar PV System to a Financing Entity. EPC Contractor also recognizes that one of the preconditions to taking such actions may be EPC Contractor entering into one or more direct agreements with one or more Financing Entities that, among other things, provides to such Financing Entities a right to assume Client's rights and obligations under this Agreement and to cure Client's defaults and breaches hereunder (including extended cure periods). EPC Contractor hereby consents to the granting by Client to any Financing Entity of security interests in this Agreement and the Solar PV System (the "*Collaterally Assigned Assets*").

23.10.2 Consent to Collateral Assignment. EPC Contractor shall, upon reasonable request, execute such reasonable and customary consents to or acknowledgments of such assignments by Client and other customary matters as it or any Financing Entity reasonably require in connection with the financing of the Solar PV System, including: (i) allowing such Financing Entity reasonable notice of and opportunity to cure Client's defaults hereunder; (ii) allowing such Financing Entity or its designee to be assigned all of Client's rights hereunder and in such Collaterally Assigned Assets in the event of Client's default hereunder, with the right to reassign such rights to a competent replacement owner; provided that such replacement owner agrees in writing to assume Client's obligations under this Agreement and provides EPC Contractor with reasonable written evidence of its ability to fulfill Client's payment obligations under this Agreement; (iii) agreeing to enter into a reasonable replacement agreement at the request of the Financing Entity if this Agreement is rejected in bankruptcy or is similarly terminated; and (iv) allowing for other customary lender-protective provisions that are not in violation of Legal Requirements.

23.10.3 Cooperation. EPC Contractor shall, on the request of Client, reasonably cooperate with Client and any actual or potential Financing Entity by: (i) providing such information as the Financing Entity may reasonably request in respect of this Agreement and the

documents referred to in it and meeting with such Financing Entities at EPC Contractor's offices when reasonably requested; and (ii) permitting the Financing Entity to undertake reasonable review and due diligence of this Agreement and the Contract Documents referred to in this Agreement.

**ARTICLE 24
RESERVED**

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

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

EPC Contractor

[]

By:
Name: []
Title: []

Client

[]

By: _____
Name: []
Title: Duly Authorized

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. System Performance Guarantee
8. Schedule of Warranties
9. Form of Mechanical Completion Certificate
10. Form of Substantial Completion Certificate
11. Form of Final Completion Certificate
12. Construction Documents
13. Form of Request to Proceed
14. Form of Lien Waivers
15. Commissioning Plan / Commissioning Form
16. Milestone Disbursement Request
17. Payment Checklist
18. Detailed Scope of Work
19. Required Permits and Approvals
20. Approved Subcontractors
21. Schedule of Values
22. Authorizing Resolution and Authorized Signers

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/Utility] Meter			
Data Acquisition System	[AlsoEnergy / Locus]	System size >200 kW AC: Locus LGate 360 System <200 kW AC: PowerLCS 400	
Sensors	[System size >400 kW AC: Weather station that includes: Ambient & cell temperature; wind direction; wind speed, and separate irradiance sensor System size <400 kW and >200 kW AC: Ambient & cell temperature, and irradiance System size <200 kW AC: None.]	System size >400 kW AC: Lufft WS10 System size <400 kW and >200 kW AC: Kipp & Zonen RT1 or IMT S- RS485-TC-T System size <200 kW AC: None.	

SCHEDULE #2 SYSTEM SPECIFICATIONS

The Project consists of a [rooftop/ground mount/carport] solar photovoltaic (“PV”) generation facilities, with a maximum generating capacity of a [] kW (DC) and [] kW (AC) system, with system production of [] kWh (AC)/kW (DC) (“*Solar PV System Expected Production*”).

Project Location: []

Main System Parameters

- [Utility scale? Net metered? Virtual net metered?]
- [System Orientation]
- [Description of service entrance equipment]
- [Include utility transformer upgrades, as required]

The Project connects on the [line] side of the meter. The Project is currently a behind the meter Interconnection that will not exporting power to the Utility Distribution System.

[The Solar PV System has an associated executed Zero-Emission Renewable Energy Credits (“ZREC”) contract with the Utility with the following system specifications:

Installed Capacity: [] kW AC

Maximum Annual Quantity per ZREC: [] kW AC capacity, [] ZRECs

The Installed Capacity will not result in either disqualification of the ZREC, or ZREC clipping.]

SCHEDULE #3
PROJECT SCHEDULE

EPC CONTRACTOR NAME:

PROJECT NAME:

PROJECT ADDRESS:

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

[Gantt chart format also acceptable]

TASK	DURATION	START	FINISH
Contract Award			
Interconnection Approval			
Pull Permits			
Request to Proceed			
Construction Period			
Material Delivery			
Modules			
Racking			
Balance of System Materials			
Inverter			
DAS / RGM			
Construction / Installation			
Install Racking			
AC Combiner/Microinverters			
Install Modules			
Install AC Disconnect			
Install DAS (Locus) Meter			
Service Upgrade			
Wire and Commission Inverter and ZREC meter			
Substantial Completion			
Commissioning Period			
Schedule Utility Inspection			
Building Inspection			
Utility Final Inspection			
Final Completion Date			

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 PV System 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 #14**
- 6) Warranty information and proof of assignment to Client
- 7) System Operation & Maintenance Manual
- 8) The final executed Commissioning Plan / Commissioning Form in the form of **Schedule #15**, including actual temperature, insolation and output of complete array compared to expected output based on IEER.

SCHEDULE #5
EPC CONTRACTOR'S SUPERVISORS

Name:	
Telephone:	
Cell Phone:	
Email:	

SCHEDULE #6
PAYMENT SCHEDULE

Pursuant to Section 13, **the Contract Sum**, which includes any and all applicable state, local, or other taxes, 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	8.25%	
Holdback	See Section 13.3	1.75%	
Contract Sum		100%	

SCHEDULE #7

SYSTEM PERFORMANCE GUARANTEE [FOR SYSTEM SIZE <400 kW AC]

EPC Contractor guarantees the performance of the System in accordance with this **Schedule #7**.

1. **Definitions.** As used in this **Schedule #7**, the following additional terms shall have the meanings set forth below. All capitalized terms used but not otherwise defined in this **Schedule #7** shall have the meaning set forth in the Agreement.

a. **“Actual Generation”** means, for the Guarantee Period, the System’s cumulative alternating current, or “AC,” electricity production in kilowatt-hours (kWh) as measured by the System’s DAS.

b. **“Guaranteed Level”** means 95% of weather normalized expected performance as calculated by the IEER associated with the installed DAS and related peripheral equipment. Specifically, EPC Contractor will install an irradiance sensor along with the DAS as the basis for the IEER calculation.

c. **“Guarantee Period”** means the two (2) year period commencing on the Final Completion Date for the System and ending on the second (2nd) anniversary thereof. As an illustration only, if Final Completion Date is November 18, 2018, then the Guarantee Period expires on November 17, 2024.

d. **“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). One kilowatt-hour equals one thousand watt-hours.

e. **“Performance Guarantee Damages”** has the meaning set forth in Section 4.

f. **“Performance Shortfall”** has the meaning set forth in Section 4.

2. **Performance Guarantee.** For the Guarantee Period, EPC Contractor covenants that the Actual Generation shall not be less than the Guaranteed Level. The Guaranteed Level shall be reduced by generation losses caused by any of the following: (a) theft, vandalism, or other third party damage to material portions of the System; (b) intentional damage by Client to material portions of the System, or accidental damage caused by Client’s negligence; (c) Force Majeure events; (f) any repairs, replacement, removal or maintenance performed in a manner that is not consistent with prudent industry standards; and (g) power or voltage surge to the extent not caused by EPC Contractor or its Subcontractors. Any such reduction to the Guaranteed Level shall be calculated on an hourly basis based on the average generation on the applicable day or days when the generation loss occurs.

3. **Reporting of Actual Generation.**

a. During the Guarantee Period, Client shall collect energy output data for the System from the System’s DAS monitoring system and meters. Client shall provide EPC

Contractor with the actual Monthly production in each Month during which this Agreement is in effect or shall provide EPC Contractor with read only, real-time access to its DAS monitoring system. The foregoing requirement for Client to provide Monthly production data to EPC Contractor shall commence as of the last day of the Month commencing after Final Completion and shall be forwarded to EPC Contractor via email to EPC Contractor by the third day of the following calendar Month, if real-time access to its monitoring equipment is not made available to EPC Contractor.

b. Within thirty (30) Days following the end of the Guarantee Period, Client shall calculate the cumulative Actual Generation and shall send a written notice to EPC Contractor which shall (i) specify the Guaranteed Level; (ii) the Actual Generation and IEER; (iii) include printouts technical information, computations, data, electronic presentations (but not including native files or live data) used or developed by Client in determining the Actual Generation and IEER; and (iv) include a form of invoice payable by EPC Contractor for the Performance Guarantee Damages, if any, resulting from the calculation of the Performance Guarantee Damages made in accordance with this **Schedule #7**.

4. **Performance Guarantee Damages.**

a. If the Actual Generation is less than the Guaranteed Level, then EPC Contractor shall pay to Client as liquidated damages and not as a penalty, an amount ("Performance Guarantee Damages") equal to the shortfall in kWh ("Performance Shortfall") multiplied by []³. The Performance Shortfall shall be the difference between (a) the Guaranteed Level, and (b) Actual Generation.

b. The Parties agree that it would be extremely difficult to precisely determine the amount of actual damages that would be suffered by Client in the event that EPC Contractor fails to achieve the Guaranteed Level. The Parties agree that the Performance Guarantee Damages are a fair and reasonable determination of the amount of actual damages that would be suffered by Client for EPC Contractor's failure to meet the Guaranteed Level, and the Parties agree that these liquidated damages do not constitute a penalty.

c. Performance Guarantee Damages shall be payable within twenty (20) Days of the date and verification of the invoice submitted to EPC Contractor.

5. **Contingency for Equipment Failure.** If System data is lost due to hardware, communication, or other failure with the System's monitoring systems and/or meters, then, in order to determine lost electrical data, Client shall read the cumulative electrical data directly from the electrical meter and calculate the electricity generated during any missing interval. In the event that it is not possible to read the electrical meter due to a meter failure or other issue, Client will reasonably estimate the electrical production during the missing interval by using the actual meteorological data provided by the System's monitoring system or, in the event of a failure for any period of the System's monitoring system to collect actual meteorological data, such other meteorological data which shall reasonably approximate the actual meteorological data that would have been provided by the System's monitoring system.

³ This figure should be the PPA rate (including escalator) + REC

At any time during the Guarantee Period, EPC Contractor may retain an independent, qualified third party, at its own cost, to verify data collection, calibration, metering, and energy calculations. The Parties commit to work in good faith to resolve any discrepancies or disputes that may arise.

SCHEDULE #7b
SYSTEM PERFORMANCE GUARANTEE AND PERFORMANCE TESTING [FOR
SYSTEM SIZE >400 kW AC]

1. **Definitions.** As used in this **Schedule #7**, the following additional terms shall have the meanings set forth below. All capitalized terms used but not otherwise defined in this **Schedule #7** shall have the meaning set forth in the Agreement.

a. ***“Actual Generation”*** means, for the Guarantee Period, the System’s cumulative alternating current, or ***“AC,”*** electricity production in kilowatt-hours (kWh) as measured by the System’s DAS.

b. ***“Guaranteed Level”*** means 95% of weather normalized expected performance as calculated by the IEER associated with the installed DAS and related peripheral equipment. Specifically, EPC Contractor will install an irradiance sensor along with the DAS as the basis for the IEER calculation.

c. ***“Guarantee Period”*** means the two (2) year period commencing on the Final Completion Date for the System and ending on the second (2nd) anniversary thereof. As an illustration only, if Final Completion Date is November 18, 2018, then the Guarantee Period expires on November 17, 2024.

d. ***“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). One kilowatt-hour equals one thousand watt-hours.

e. ***“Performance Guarantee Damages”*** has the meaning set forth in Section 5.

f. ***“Performance Shortfall”*** has the meaning set forth in Section 5.

g. ***“Capacity Test”*** has the meaning set forth in Section 3.

h. ***“Guaranteed Capacity”*** shall be the expected capacity margined by a contract tolerance of 3%: $P_{RC}^G = (1 - 0.03) P_{RC}^E$, as further described in Section 3.

2. **Performance testing to verify Guaranteed Capacity:**

2.1 Procedure. To demonstrate that the Guaranteed Capacity has been satisfied, a capacity test shall be performed in accordance with ASTM E2848-13, *Standard Test Method for Reporting Photovoltaic Non-Concentrator System Performance* (“Capacity Test”). For this test, unless otherwise agreed to in writing by both Client and EPC Contractor, the photovoltaic system power, P , shall be taken to be the AC power at the point-of-interconnect, plane-of-array irradiance shall be measured with a photovoltaic reference cell, and system performance data required for the test shall be collected using the monitoring system provided with the System. Reporting conditions for the test shall be Nominal Terrestrial Environment (NTE) conditions (800 W/m², 20 °C ambient temperature, 1 m/s wind speed) unless the NTE

values are not encompassed by the range of actual or expected irradiance, temperature, and wind speed values during the test period or inverter clipping occurs at NTE conditions, in which case alternate reporting conditions may be used. If alternate reporting conditions are used, they shall be selected in accordance with ASTM E2939-13, *Standard Practice for Determining Reporting Conditions and Expected Capacity for Photovoltaic Non-Concentrator Systems*. The terms “photovoltaic system power, P ”, “plane-of-array irradiance”, and “reporting conditions” shall have the meanings as defined in ASTM E2848.

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

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

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

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

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

$$P_{RC} \geq P_{RC}^G.$$

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

2.5 Cure Period. If when first tested the test report does not meet the Guaranteed Capacity requirement, EPC Contractor shall, upon reasonable notice to Client, be afforded thirty (30) continuous days (the “Cure Period”) of unimpeded access to the System to undertake adjustments with the option to retest. During the Cure Period, 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 EPC Contractor.

2.6 Sole Remedy If the System does not satisfy the Guaranteed Capacity requirement when first tested, EPC Contractor, at its expense and as a condition of Substantial Completion, shall thereafter correct such defect by repairing, replacing, or, if there is sufficient space available, supplementing the power shortfall by providing additional modules as necessary to achieve the Guaranteed Capacity, per the initial design. The remedies contained here shall be Client's exclusive remedies for and EPC Contractor's sole obligations arising out of such deficiencies.

3. Performance Guarantee. For the Guarantee Period, EPC Contractor covenants that the Actual Generation shall not be less than the Guaranteed Level. The Guaranteed Level shall be reduced by generation losses caused by any of the following: (a) theft, vandalism, or other third party damage to material portions of the System; (b) intentional damage by Client to material portions of the System, or accidental damage caused by Client's negligence; (c) Force Majeure events; (f) any repairs, replacement, removal or maintenance performed in a manner that is not consistent with prudent industry standards; and (g) power or voltage surge to the extent not caused by EPC Contractor or its Subcontractors. Any such reduction to the Guaranteed Level shall be calculated on an hourly basis based on the average generation on the applicable day or days when the generation loss occurs.

4. Reporting of Actual Generation.

4.1 During the Guarantee Period, Client shall collect energy output data for the System from the System's DAS monitoring system and meters. Client shall provide EPC Contractor with the actual Monthly production in each Month during which this Agreement is in effect or shall provide EPC Contractor with read only, real-time access to its DAS monitoring system. The foregoing requirement for Client to provide Monthly production data to EPC Contractor shall commence as of the last day of the Month commencing after Final Completion and shall be forwarded to EPC Contractor via email to EPC Contractor by the third day of the following calendar Month, if real-time access to its monitoring equipment is not made available to EPC Contractor.

4.2 Within thirty (30) days following the end of the Guarantee Period, Client shall calculate the cumulative Actual Generation and shall send a written notice to EPC Contractor which shall (i) specify the Guaranteed Level; (ii) the Actual Generation and IEER; (iii) include printouts technical information, computations, data, electronic presentations (but not including native files or live data) used or developed by Client in determining the Actual Generation and IEER; and (iv) include a form of invoice payable by EPC Contractor for the Performance Guarantee Damages, if any, resulting from the calculation of the Performance Guarantee Damages made in accordance with this **Schedule #7**.

5. Performance Guarantee Damages.

5.1 If the Actual Generation is less than the Guaranteed Level, then EPC Contractor shall pay to Client as liquidated damages and not as a penalty, an amount ("Performance

Guarantee Damages”) equal to the shortfall in kWh (“Performance Shortfall”) multiplied by []⁴. The Performance Shortfall shall be the difference between (a) the Guaranteed Level, and (b) Actual Generation.

5.2 The Parties agree that it would be extremely difficult to precisely determine the amount of actual damages that would be suffered by Client in the event that EPC Contractor fails to achieve the Guaranteed Level. The Parties agree that the Performance Guarantee Damages are a fair and reasonable determination of the amount of actual damages that would be suffered by Client for EPC Contractor’s failure to meet the Guaranteed Level, and the Parties agree that these liquidated damages do not constitute a penalty.

5.3 Performance Guarantee Damages shall be payable within twenty (20) days of the date and verification of the invoice submitted to EPC Contractor.

6. Contingency for Equipment Failure. If System data is lost due to hardware, communication, or other failure with the System’s monitoring systems and/or meters, then, in order to determine lost electrical data, Client shall read the cumulative electrical data directly from the electrical meter and calculate the electricity generated during any missing interval. In the event that it is not possible to read the electrical meter due to a meter failure or other issue, Client will reasonably estimate the electrical production during the missing interval by using the actual meteorological data provided by the System’s monitoring system or, in the event of a failure for any period of the System’s monitoring system to collect actual meteorological data, such other meteorological data which shall reasonably approximate the actual meteorological data that would have been provided by the System’s monitoring system.

At any time during the Guarantee Period, EPC Contractor may retain an independent, qualified third-party, at its own cost, to verify data collection, calibration, metering, and energy calculations. The Parties commit to work in good faith to resolve any discrepancies or disputes that may arise.

⁴ This figure should be the PPA rate (including escalator) + REC

SCHEDULE #8

WARRANTIES

Contractor will provide a written warranty, executed by the relevant manufacturer of the equipment noted below, to repair or replace the equipment and system components that fail in materials or workmanship within the following specified warranty period:

Photovoltaic Modules: A minimum 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.

Inverters: free of defects for a period of not less than ten (10) years.

Racking/Mounting: free of defects for a period of not less than ten (10) years.

SCHEDULE OF WARRANTIES

Major Equipment	Warranty Document Title	Manufacturer	Execution Date	Units
Modules				
Inverters				
Racking				

SCHEDULE #9
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 [] (“**EPC Contractor**”) and [], a [] (“**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, EPC 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__.

[EPC Contractor]

By:_____

Name:_____

Title:_____

SCHEDULE #10
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 [] (“**EPC Contractor**”) and [], a [] (“**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, EPC 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 PV 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. EPC 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 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. EPC Contractor has prepared and submitted to Client, and Client has approved the Punchlist of Items attached to this Certificate;

14. EPC Contractor has delivered a draft of the Operations and Maintenance Manual to Client;
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;; and
16. Project has not had a bi-directional meter fully installed so as to facilitate interconnection.

Executed this ____ day of _____, 20__.

[EPC Contractor]

By:_____

Name:_____

Title:_____

SCHEDULE #11
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 [] (“**EPC Contractor**”) and [], a [] (“**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, EPC 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;
3. EPC Contractor has delivered to Client a final Operations and Maintenance Manual, including all changes and supplements to the Operations and Maintenance Manual as reasonably requested by Client and as reasonably agreed by EPC Contractor;
4. EPC 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; and
5. All Punchlist Items as identified on the Punchlist agreed at time of Substantial Completion have been completed.

Executed this ____ day of _____, 20__.

[EPC Contractor]

By: _____
Name: _____
Title: _____

SCHEDULE #12
CONSTRUCTION DOCUMENTS

1. PE Signed and Stamped Structural Engineering Reports
2. PE Signed and Stamped Geotechnical Investigation Report [required for ground mount projects]
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 / Commissioning Form Approval
9. PE Signed and Stamped Final As-Built Drawings (PDF)

SCHEDULE #13
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 [] (“**EPC Contractor**”) and [], a [] (“**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, EPC 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. EPC Contractor has submitted Construction Documents 1-8 for Client approval
2. EPC Contractor has submitted the current Project Schedule for Client approval

Executed this ____ day of _____, 20__.

[EPC Contractor]

By: _____

Name: _____

Title: _____

SCHEDULE #14
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 [LLC] in the sum of \$ _____ payable to [Name of EPC 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 EPC Contractor] has on the commercial solar PV project of [LLC] located at [Purchaser's address] to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to [LLC] 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 [LLC] and [Name of EPC Contractor] prior to the release date are covered by this release unless specifically reserved by [Name of EPC 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 [LLC] and [Name of EPC Contractor] under the ENGINEERING, PROCUREMENT, & CONSTRUCTION (EPC) AGREEMENT entered into by and between the Client and EPC Contractor 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 EPC 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 [LLC] in the sum of \$ _____ payable to [Name of EPC 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 _____ LLC 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 EPC Contractor]

By: _____

Title: _____

SCHEDULE #15
COMMISSIONING PLAN / 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 notice to Client that the commissioning checks and acceptance test are to be performed. 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 PVWatts 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 95% of the WattsAC-estimated value calculated in step (iii) above.

9. Provide Client with the initial startup test report when everything has been verified and checked to ensure proper operation.

Qualified Personnel _____

Name & Title _____

Dated _____

SCHEDULE #16
MILESTONE DISBURSEMENT REQUEST

Project Name:

Site Address:

EPC Contractor:

<u>Milestone*</u>	<u>Amount</u>
<hr/>	\$ <hr/>
<hr/>	\$ <hr/>
<hr/>	\$ <hr/>

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.

EPC 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 with CEFIA Holdings LLC.

When you believe you have reached Substantial Completion, please email a request for inspection to [] at [] copying [] at [].

SCHEDULE #17
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 [] (“**EPC Contractor**”) and [], a [] (“**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, EPC Contractor shall provide written notice to 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 [] at []

- ☐ Progress Disbursement Form
- ☐ Signed Partial Lien Waiver, including Subcontractors
- ☐ Invoice
- ☐ Executed Substantial Completion Certificate
- ☐ Completed Commissioning Plan / Commissioning Form checklist (per Schedule #15)
- ☐ Site Review/Approval from Third-Party Project Manager

Milestone 6 – Final Completion/Interconnection/Energized:

- ☐ Progress Disbursement Form
- ☐ Signed Final Lien Waiver, including Subcontractors
- ☐ Invoice
- ☐ Executed Final Completion Certificate
- ☐ Full Completion Docs:
 - All Project Completion Documents (see Schedule #4)
 - Utility Approval-to-Energize
 - Fully Executed Interconnection Agreement
 - DAS communication to API verified / Locus MAC IDs
 - [Finalize ZREC:
 - Meters – please submit to meter validation and copy [_____]
 - Provide photograph of functioning ZREC meter
 - Confirmation of installation of utility ZREC meters]

Please submit all payment documents to [_____].

SCHEDULE #18
DETAILED SCOPE OF WORK

- 1) Obtain Building Permit, Electrical Permit and Interconnect Agreement
- 2) Installation of roof mounting system
- 3) Installation of photovoltaic panels onto roof 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
- 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 EPC Contractor to Client.
- 1.4 EPC Contractor shall provide Client with a written description of 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 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 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 shutdowns 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 Owner provided site specific security requirements. Any theft of or damage to Purchaser equipment left on the ground level of the Site, is ultimately the responsibility of 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 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.
 - 3.16 EPC Contractor shall utilize 3/4" plywood with 1" iso-board or 3/4" 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.
 - 3.17 EPC Contractor shall coordinate all ground level staging and storage areas with onsite Purchaser facilities managers before using such areas.
 - 3.18 Purchaser shall approve location of dumpster, stair tower, and mobile office with EPC Contractor at least five (5) business days prior to construction.
 - 3.19 EPC Contractor shall provide a means of accessing the roof, such as scaffolding or scissor lifts, such that EPC Contractor and/or Subcontractors 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.
 - 3.20 Cutting of conduit and slip sheets is not permitted on the roof, regardless of prep area (if applicable).

- 3.21 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.
- 3.22 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% submission 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.

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 raceway 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.
- 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 Installer 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 Contractor's 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 shutdowns 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.

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 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.
- 6.4 Identify potential design conflicts with local code and/or interconnection requirements.
- 6.5 Schedule, facilitate and attend all required inspections including, but not limited to AHJ, utility and roof warranty holder inspections.
- 6.6 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.
- 6.7 Communicate any inspection failures or deficiencies with Client and Purchaser immediately.
- 6.8 Communicate verbal inspection approvals to Client and Purchaser immediately following inspection.
- 6.9 All conversations with inspectors and/or utility personnel shall be accurately documented and shared with Client immediately.
- 6.10 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.
- 6.11 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.
- 6.12 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.
- 6.13 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.
- 6.14 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.
- 6.15 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/lull 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.
- 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 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 Plan / Commissioning Form in Schedule #15 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 EPC Contractor required for interconnection) due to Client, or a request from 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 Plan / 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. EPC Contractor shall perform all commissioning to ensure the System is fully operational prior to EPC Contractor arriving onsite.
- 8.10 Megger Testing:
 - 8.10.1 Megger test the following feeders for insulation resistance, document results via photographs and on the System Verification form and submit to Client.
 - 8.10.2 Meg wires from inverters to disconnect.
 - 8.10.3 Meg wires from disconnect to main breaker.
- 8.11 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.
- 8.12 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 Plan / Commissioning Form.
- 8.13 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.

- 8.14 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 Plan / Commissioning Form and submit to Client.
- 8.15 Complete IV Curve testing and submit to Client.
- 8.16 Complete installation, electrical build-out, testing & commissioning and final punch list items and submit to Client.

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.
- 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 Punch list items.

After Final Completion:

EPC Contractor shall complete and submit:

- 9.18 As-Built Drawing Set five (5) business days after Final Completion 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:

- e. DAS equipment
- f. Solar array
- g. Wire management methods
- h. Inverter and inverter mounting
- i. 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-Built

SCHEDULE #19
REQUIRED PERMITS AND APPROVALS

1. Discretionary Permits

- a. [Siting Counsel]
- b. [Stormwater]
- c. [Variances, etc.]

2. Ministerial Permits

- a. [Building]
- b. [Electrical]
- c. [Grading]
- d. [Other]

SCHEDULE #20
APPROVED SUBCONTRACTORS

SCHEDULE #21
SCHEDULE OF VALUES

Pursuant to Section 13, **the Contract Sum**; which includes any and all applicable state, local, or other taxes; 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. EPC Contractor and Client have agreed on the following Schedule of Values apportioning the Contract Sum across the items identified below, which EPC 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 EPC Contractor and shall not be interpreted as establishing or modifying EPC 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 EPC Contractor to any item set forth below.

Task #	Code #	Task Name	\$	%
Engineering				
1	E1102	Electrical/ Structural/ Civil Engineering		
2	E1105	Permitting		
Procurement				
3	E1201	Procure PV Modules		
4	E1202	Procure Mounting Structures		
5	E1204	Procure Inverters		
6	E1207	Balance of System - DC/AC		
7	E1211	DAS / Monitoring and Controls		
Construction				
8	E1301	Mobilization		
9	E1302	Site Preparation (Civil Construction)		
10	E1306	Mounting Structure Installation		
11	E1307	Module Installation		
12	E1308	Balance of System DC / AC Installation		
13	E1313	Commissioning		
14	E1319	Miscellaneous		
		Total		

SCHEDULE #22
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