

ENGINEERING, PROCUREMENT, & CONSTRUCTION (EPC) AGREEMENT

THIS EPC AGREEMENT ("AGREEMENT") IS MADE EFFECTIVE AS OF [DATE] (THE "EFFECTIVE DATE") BETWEEN [CEFIA HOLDINGS LLC, A CONNECTICUT LIMITED LIABILITY COMPANY] ("CLIENT") AND [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].

1. DEFINITIONS

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

1.1 "*Claim*" has the meaning given it in Section 15.4.

1.2 "*Client's Agent*" has the meaning given it in Section 14.1.

1.3 "*Completion Cost*" has the meaning given it in Section 18.5.

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

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

1.6 "*Contract Sum*" is the amount set forth in **Schedule #6**.

1.7 "*DAS*" has the meaning given it in Section 12.3.

1.8 "*Day*" means a calendar day unless otherwise specifically defined.

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

1.10 "*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 #10**.

1.11 "*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 Required Final Completion Date.

1.12 "*Final Project Size*" has the meaning given it in Section 13.1.

1.13

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

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

1.16 “*Guarantee Period*” means the time during which the Performance Guarantee is in effect under the terms of this Agreement.

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

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

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

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

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

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

1.23 “*Liquidated Damages*” means damages in the amount the Parties designate herein for the injured Party to collect as compensation upon a specific breach of this Agreement. Any sums payable hereunder in the nature of liquidated damages, and not as a penalty, are fair and reasonable under the circumstances.

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

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

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

1.27 “**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.

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

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

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

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

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

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

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

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

1.36 “**Project Schedule**” means the document prepared by the EPC Contractor, subject to Client approval, based on and specifically incorporating all milestone dates set forth in **Schedule #3** attached hereto, which specifies the dates on which the EPC Contractor shall begin and complete various parts of the Scope of Work, including without limitation milestones for completion of essential critical components of the Work, dates for Required Substantial Completion, and Required Final Completion, and

dates on which information and approvals are required from the Client based on timely submissions to the Client by the EPC Contractor, all as may be modified by the Client and EPC Contractor in writing with the consent of all Parties, a copy of which will be as appended to **Schedule #3** in accordance with Section 6.1 of this Agreement.

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

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

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

1.40 “**Purchaser**” means [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 [PPA Seller] dated as of [].

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

1.42 “**Required Final Completion Date**” means the date set forth in the Project Schedule, as such date may be adjusted by mutual agreement of the Parties in accordance with this Agreement.

1.43 “**Required Substantial Completion Date**” means the date set forth in the Project Schedule, as such date may be adjusted by mutual agreement of the Parties in accordance with this Agreement.

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

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

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

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

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

1.49 “**Substantial Completion**” means when the Work is sufficiently complete, in accordance with Prudent Industry Practices and in the reasonable discretion of Client such that all requirements of this Agreement have been achieved, including the completion and execution of **Schedule #9**.

1.50 “**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 Required Substantial Completion Date.

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

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

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

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

1.55 “**Work**” means all work, labor, fabrication, materials, equipment, supplies, accessories, hoisting, scaffolding, packaging, truck freight, delivery, disposal, power hookups, installations, protection, shop drawings, supervision, permits, and or all other services and facilities necessary for the proper construction and completion, operation and maintenance of the Project in accordance with, and as are reasonably inferred from, the Contract Documents.

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

2. SCOPE OF WORK

2.1 The EPC Contractor’s Services include all planning, programming, design and construction administration for the Project, including without limitation all necessary architectural design, engineering, zoning compliance, code compliance, budgeting and scheduling, as well as design for all temporary structures, rigging, hoists, scaffolding and bracing, all consistent with the Work. Anything in the Contract Documents to the contrary notwithstanding, the EPC Contractor shall ensure that any existing elements of a building on which the Work is to be installed, including the structure of the existing building,

is capable of supporting all of the Work in accordance with Prudent Industry Practice and Legal Requirements, including all Major Equipment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.9 EPC Contractor shall at all times during the performance of the Work and the duration of this Agreement maintain insurance from an insurance company reasonably satisfactory to Client as follows: (a) commercial general liability ("CGL") coverage of not less than One Million Dollars (\$1,000,000) (per occurrence)/Two Million Dollars (\$2,000,000) (aggregate); (b) automobile liability of not less than One Million Dollars (\$1,000,000); (c) worker's compensation of not less than the greater of (i) One Million Dollars (\$1,000,000) per accident/disease, and (ii) statutory requirements; (d) umbrella liability of Five Million Dollars (\$5,000,000); (e) professional liability of not less than One Million Dollars (\$1,000,000) (per occurrence)/One Million Dollars (\$1,000,000) (aggregate), and, if subcontracting to an external Professional Engineer, such Subcontractor shall also maintain professional liability of not less than One Million Dollars (\$1,000,000) (per occurrence)/One Million Dollars (\$1,000,000) (aggregate) with the Client as an additional insured; and (f) property insurance in the form of an installation floater insuring property to be installed while in transit, at off-site storage, and onsite awaiting installation and after installation until job completion (together (a) through (f) is defined as "Insurance"). EPC Contractor shall provide Client with endorsements to the CGL policy, in form and substance satisfactory to Client, that include Client (and such other persons or entities as Client may reasonably designate hereafter) as an "additional insureds". The Insurance policies required hereunder shall contain a provision that coverages afforded under such policies will not be canceled or allowed to expire until at least 30 days' prior written notice to the Client. EPC Contractor shall provide the Client, within ten (10) Days of the Effective Date, evidence of the Insurance required in this section 3.9. Client will be notified by EPC Contractor within ten (10) Days of any changes, suspensions, or cancelations of any Insurance required in this section 3.9.

3.10 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 cancelations of any Subcontractor(s) Insurance policies. EPC Contractor represents and warrants that it and all Subcontractors will enter into, and comply with, a Release, Hold Harmless and Indemnification Agreement, substantially in the form of **Schedule #22** attached hereto, for the benefit of the State of Connecticut associated with the Work at the Project Site.

4. SUBCONTRACTOR(S); SUBCONSULTANTS; SUPPLIERS

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

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

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

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

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

5. SUPERVISION; PERFORMANCE OF THE WORK; CONSTRUCTION SERVICES

5.1 The Services and Work shall be supervised by the individuals ("EPC Contractor's Supervisors") identified in **Schedule #5** attached hereto. The EPC Contractor's Supervisors assigned to the Project shall, if required under Legal Requirements, be duly licensed in the city and state of the Project Site. The EPC Contractor's Supervisors are the only individuals authorized to supervise and direct the performance of the Scope of Work and the EPC Contractor shall not, except upon the request of, or with

the approval of, the Client in each instance, which request or approval shall not be unreasonably withheld, make any substitutions to the EPC Contractor's Supervisors. The EPC Contractor's Supervisors shall be authorized to act for the EPC Contractor in all matters relating to the Scope of Work (other than any action, failure to act, or alteration in either that would materially change the agreed upon terms of this Agreement), and all directions given by them shall be as binding as if given to the EPC Contractor. The EPC Contractor's Supervisors shall be available for consultation with the Client, and Others during normal business hours and shall not accept any other assignment that could materially affect their attention to the performance of the Services or Work, as applicable.

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

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

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

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

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

5.7 The EPC Contractor and or its Subcontractor(s) shall install all electrical equipment, conduit and wiring in accordance with current National Electrical Code standards (NEC 2014) as required by the Government Authorities, and such installation shall conform to all Legal Requirements and Utility Requirements. Wiring must be UL-listed, with labeling to show the voltage rating.

5.8 Upon completion of installation of the Major Equipment, EPC Contractor will "commission" the Major Equipment in accordance with each manufacturer's installation instructions, conditions, warranties, Legal Requirements and Utility Requirements. Commissioning will verify that the performance of the Major Equipment performance is as specified by the Contract Documents, that all components are in proper working order, and that the Client understands the general operating principles

of the System. The EPC Contractor shall, following Substantial Completion, prepare and submit to the Client one (1) set of final as-built drawings, single or three line drawings as per Utility Requirements, all shop drawings and test reports, including performance test reports and “commissioning” documents, each in sufficient detail to allow the operations and maintenance of the Project and documenting how the various elements of the Scope of Work were actually constructed or installed at the Project, in addition to those items set forth on **Schedule #4**.

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

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

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

6. CONTRACT TIME; PROJECT SCHEDULE

6.1 The EPC Contractor shall, within 10 Days after the Effective Date, based on and specifically incorporating all milestone dates set forth in **Schedule #3** attached hereto, prepare and deliver to the Client the schedule for construction of the Work to be incorporated into this Agreement and to be annexed as **Schedule #3** hereto, and shall thereafter provide regular updates thereto, for review and approval by the Client in Client’s reasonable discretion, in both hard copy and electronic form. The Project Schedule shall indicate the dates for the start and completion of the various stages of the Work including the dates when information and approvals are required from the Client. The EPC Contractor shall consult with Client as to the sequence, procedure, and method of carrying out the Work, and the EPC Contractor shall schedule the Work and the placing of materials and equipment orders so as not to unreasonably interfere with the operations of Client or Purchaser. The EPC Contractor shall complete all portions of the Work necessary to achieve any milestone dates as set forth in the Project Schedule.

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

6.3 Except as provided herein, the EPC Contractor shall achieve Substantial Completion and Final Completion of the Work not later than the Required Substantial Completion Date and the Required Final Completion Date, respectively. The Required Substantial Completion Date or the Required Final Completion Date shall not be extended unless agreed to by written Project Change Order signed by the

Client and the 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 Required Substantial Completion Date and Final Completion prior to the Required Final Completion Date.

6.4 EPC Contractor acknowledges and agrees that a breach of its covenants in 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 agrees that in the event that EPC Contractor breaches its covenant in Section 6.2, and Client is unable to close on its tax equity or loan financing, Client shall be entitled to recover Liquidated Damages in the amount of thirty percent (30%) 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 \$100.00 per MW of the Final Project Size per day, commencing on the Required Final Completion Date and ending on the earlier of (i) the actual achieved Final Completion Date, (ii) the date that Client exercises its right to terminate this Agreement, or (iii) the date that is twelve (12) months after the Required Final Completion Date. EPC Contractor hereby waives the argument that the Liquidated Damages are equivalent to the assessment of a penalty on EPC Contractor. Client may deduct the aforesaid Liquidated Damages from any unpaid amount then or thereafter due to EPC Contractor under this Agreement. Any Liquidated Damages not so deducted from any unpaid amounts due to EPC Contractor shall be immediately due and payable to Client upon demand.

7. SAFETY

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

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

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

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

EPC Contractor and or any Subcontractor on account of any accident, the EPC Contractor shall report the facts in writing to the Client as soon as possible but in any event no later than five (5) Days after the claim is made.

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

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

8. MATERIALS; TRANSFER OF TITLE; RISK OF LOSS

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

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

9. PERMITS; FEES

9.1 The EPC Contractor and or the 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. The EPC Contractor shall keep the Client informed on a reasonably current basis of the progress of such applications, and provide the Client with copies of all permits and approvals obtained.

9.2 [The 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, the 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 photovoltaic System in **Schedule #1**), or survey/research projects that may or may not be required by the Utility,

upgrades or changes to Utility-owned equipment, or Utility-supplied electrical service, which shall be the sole responsibility of the Client. The 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 the Client with respect to same as soon reasonably practical.]¹[The Client shall pay all fees due to the Utility in connection with the Utility Interconnection Agreement, includin]g application fees. Except as required by the Contract Documents, the EPC Contractor shall not be responsible for payment for upgrades or changes to any existing Project Site electrical system(s), equipment (other than the Major Equipment needed for the photovoltaic System in **Schedule #1**), or survey/research projects that may or may not be required by the Utility, upgrades or changes to Utility-owned equipment, or Utility-supplied electrical service, which shall be the sole responsibility of the Client.]²

9.3 The EPC Contractor shall ensure that all designs comply with Prudent Industry Practice, all applicable Legal Requirements and Utility Requirements. The EPC Contractor understands and agrees that design changes are not permitted unless approved by the Utility pursuant to the Interconnection Agreement.

10. REBATES; CREDITS; INCENTIVES

10.1 The EPC Contractor shall, at its own cost and expense, use commercially reasonable efforts to advise the Client about, and to assist the Client in applying for, available rebates, incentives, credits and the like, whether from manufacturers, utilities, governmental entities and or others, arising from or related to the purchase and installation of the System and or Major Equipment and or other aspects of the Scope of Work, all of which shall be the sole property of the Client. It is understood and agreed that the EPC Contractor shall have no responsibility for, and shall not be obligated to Client in the event that, any rebate, incentive, credit or the like is not brought to Client's attention, or is not available to or obtained by Client.

11. PRIOR SERVICES AND PRE-CONSTRUCTION SERVICES

11.1 The EPC Contractor and Client acknowledge that the EPC Contractor has provided certain preliminary Services with respect to the Project prior to the date of execution of this Agreement by the Parties and agree that all such services previously performed are deemed to be Services as defined herein and to be provided in accordance herewith, and are included in the Contract Sum.

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

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

11.2.2 An initial structural engineering report, which will include geotechnical studies, for Ground Mount and Carport Projects will be performed by EPC Contractor's engineer and or engineering Subcontractor to ascertain whether the Project Site is structurally sound and capable of supporting the

¹ Use for projects where EPC Contractor is covering utility costs

² Use for projects where Client is covering utility costs

Project as designed, and both the report and final designs will be stamped and signed by a certified Professional Engineer.

11.2.3 [The Client will develop the initial layout of the solar photovoltaic panels and associated equipment, stamped and signed by a certified Professional Engineer and consistent with any Permit Applications (“*Solar Array Design*”) so as to determine the precise layout. The Client will also provide a production report to accurately determine the expected energy production of the Project based on the proposed Solar Array Design. Notwithstanding anything to the contrary in the Contract Documents, the Client’s review and or approval of the Solar Array Design, any other Construction Documents, and or any other element of the 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 the EPC Contractor and or Subcontractors of any obligation or liability arising from the Services and or Work.]³ [The initial layout of the solar photovoltaic panels and associated equipment, stamped and signed by a certified Professional Engineer and consistent with any Permit Applications (“*Solar Array Design*”) will be developed so as to determine the precise layout. The EPC Contractor will also provide a production report to accurately determine the expected energy production of the Project based on the proposed Solar Array Design. The Client will review such submittals promptly and notify the EPC Contractor if such Solar Array Design and production report is acceptable within ten (10) Days after receipt. Notwithstanding anything to the contrary in the Contract Documents, the Client’s review and or approval of the Solar Array Design, any other Construction Documents, and or any other element of the 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 the EPC Contractor and or Subcontractors of any obligation or liability arising from the Services and or Work.]⁴

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

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

11.2.6 The cost of conducting the above pre-construction Services is included in the Contract Sum. Except as expressly provided herein, in the event that the Client, in its sole determination, elects not to pursue construction of the Project and or terminates this Agreement in accordance with Article 18 herein, the 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.

12. COORDINATION WITH PURCHASER AND CLIENT

12.1 The Client shall disclose to EPC Contractor any and all conditions concerning the Project Site (including all latent and patent conditions) if known to Client from disclosure by the Purchaser in

³ Use for sites where CGB has undertaken interconnection application work

⁴ Use for sites were CGB has NOT undertaken interconnection application work

writing and not otherwise readily observable from EPC Contractor’s inspection of the Project Site which may materially affect the execution of the Work in connection with the Project, including but not limited to the following information, if in its possession:

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

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

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

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

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

12.2 EPC Contractor shall coordinate with Purchaser to (re)move any of Purchaser’s existing equipment or property as may be required based on the approved Solar Array Design, or in EPC Contractor’s judgment, could or would interfere with the Project, provided that the EPC Contractor has identified same for the Client at the time of the EPC Contractor’s submission of the proposed Construction Documents for the Client’s review and written approval. Upon Client’s request, EPC Contractor will provide Client with a written Project Change Order for the purposes of moving/removing any such equipment or property if such action materially affects cost of the Scope of Work.

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

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

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

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

12.7 Purchaser shall make the Project Site available to EPC Contractor according to the dates specified in the Project Schedule as applicable and during the course of the Work. Purchaser, Client, and EPC Contractor will cooperate with one another in a commercially reasonable manner to accomplish the Work in accordance with the Project Schedule.

13. CONTRACT SUM; PAYMENTS ON ACCOUNT OF CONTRACT SUM

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

13.2 The EPC Contractor shall submit payment applications on account of Services and Work performed consistent with the intervals for performance set forth in **Schedule #6** and the schedule of values set forth in **Schedule #20** of this Agreement and otherwise monthly on account of other reimbursable costs and expenses as expressly provided in this Agreement. Each payment application shall include (i) a completed disbursement request, in the form of **Schedule #15** attached hereto (ii) the items listed in **Schedule #16**. The Parties acknowledge and agree that no retention shall be withheld from any of the milestone progress payments, and that the final payment due upon Final Completion is not earned by EPC Contractor until Final Completion is achieved, does not represent "retainage" as that term is defined in Connecticut General Statutes §42-158i(3), and therefore the limitation on per cent retainage set forth in Connecticut General Statutes §42-158k does not apply to this Agreement, and neither the final payment amount nor any other portion of the Contract Sum need be placed in a depository escrow account pursuant to Connecticut General Statutes §42-158p.

13.3 Client shall withhold 1.75% of the Contract Sum (“Holdback Amount”). The Holdback Amount shall be paid to the 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.

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

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

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

13.7 The sums paid under this Agreement shall be deemed to be in full consideration for the performance by the EPC Contractor of all its duties and obligations under the Contract Documents and the 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 the Client, except as provided to the contrary by this Agreement, including to the extent such loss is covered under property Insurance required by the Client pursuant hereto.

14. CLIENT'S REPRESENTATIVE

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

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

15.1 Any and all agreements for changes in the Scope of Work between the EPC Contractor and the 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 therein. The Client shall review and approve in writing any changes to the design and or other changes requiring changes to the Construction Documents within ten (10) Days after any submission of any proposed changes to the Client. If physical changes to the Project Site are necessary in order to accommodate proposed changes in the Work not otherwise contemplated by the Contract Documents, the Scope of Work, and or reasonably foreseeable by the EPC Contractor, the Client shall be solely responsible for the cost of effectuating such physical changes.

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

15.3 Subject to this Article 15, the 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. The 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, the EPC Contractor shall provide the 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, the EPC Contractor shall provide the Client with notice in the form of a letter describing in detail the particulars of the occurrence giving rise to the Force Majeure claim.

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

emergency, the EPC Contractor may not proceed with any changes in the Work resulting from a Claim absent a Project Change Order.

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

15.6 In the case of a Project Change Order and or changes in the Work, the Client and the EPC Contractor may determine that EPC Contractor's compensation for each such Project Change Order and or change in the Work may be either a stipulated sum, or the actual cost of such work plus EPC Contractor's fee, or otherwise. If the EPC Contractor's compensation for any change in the Work is based on the actual cost of such work plus EPC Contractor's fee, total mark-ups on the Project Change Order shall be limited to 10% of the cost of such work, which cost of work shall include design services, if applicable. The foregoing 10% fee shall include all overhead, profit, insurance, and general conditions costs. In no event shall the aggregate markup on a Project Change Order exceed the foregoing percentages.

16. SYSTEM PERFORMANCE

16.1 [Upon completion of the Work, System is performing at or above Guaranteed Capacity]⁵ and EPC Contractor shall provide the System performance guarantee set forth in **Schedule #7**.

17. HAZARDOUS MATERIALS

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

17.2 Except for any Losses (as defined herein) arising from or related to the negligent or willful act or omission of the EPC Contractor, any Subcontractor, Material Supplier and or any Other person engaged by EPC Contractor and or any Subcontractor and or their employees and agents, or as described in Section 18.5, the Client shall indemnify and hold the EPC Contractor, its officers, directors, shareholders, agents and employees harmless from and against any and all claims, demands, damages or causes of action and associated costs (including EPC Contractor's reasonable and documented attorneys' fees) (collectively, "*Losses*") in any way arising out of the presence, suspected presence, or release of any Hazardous Materials into the air, soil, or any water system or water course, or in connection with any

⁵ For Systems >400 kW AC

actions taken in connection with respect thereto, or with respect to any actions or proceedings in connection therewith, including but not limited to any action to enforce this indemnity.

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

18. TERMINATION OF THIS AGREEMENT

18.1 The EPC Contractor may terminate this Agreement, following both (a) ten (10) Days prior written notice to the Client, and (b) the Client's failure to remit payments as and when due under this Agreement.

18.2 If the EPC Contractor defaults or fails (or neglects) to carry out the Scope of Work or otherwise materially breaches this Agreement or is grossly negligent, fraudulent or commits willful misconduct in the course of performance of the Services or Work, Client shall give EPC Contractor written notice thereof and an opportunity to cure any such breaches, failures or omissions, within 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 promptly cure any such breach(es), failure(s), or default(s) identified in such notice, Client may then elect, in its sole discretion, to either (a) make good such deficiencies, and deduct the cost thereof from Contract Sum and payments on account thereof, or (b) to terminate this Agreement.

18.3 If this Agreement is terminated by the EPC Contractor pursuant to Section 18.1(b) above, (a) EPC Contractor shall be entitled to recover from the Client payment for the actual costs incurred by EPC Contractor in connection with Services and Work properly executed and Major Equipment (and any other equipment) theretofore purchased by EPC Contractor, plus 7.5% for profit and overhead, plus all reasonable expenses actually incurred by or charged to the EPC Contractor attributable to such termination (including but not limited to reasonable termination or demobilization charges or expenses actually charged to EPC Contractor by its Subcontractors), (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.

18.4 If this Agreement is terminated by the Client pursuant to Section 18.2 above, upon Client's request, the EPC Contractor (i) shall withdraw from the Project Site, (ii) shall assist the Client in preparing an inventory of all equipment located on the Project Site, in storage or in transit, (iii) shall assign to Client (or to any replacement contractor) such of the EPC Contractor's subcontracts (including warranties), purchase orders and permits as the Client may request in writing, and (iv) shall deliver and make available to the Client all information, drawings, specifications documents, patents, licenses of the 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 the Client to complete

or cause the completion of the Work, and in connection therewith the EPC Contractor authorizes the Client and its agents to use such information in completing the Work and operating the System. The EPC Contractor shall remove all materials, equipment, tools, and instruments used by and any debris or waste materials generated by the 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, the EPC Contractor shall provide the 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 the Client may deem expedient, and may undertake such reasonable expenditures as will best accomplish the timely completion of the Work. In such event the EPC Contractor shall not be entitled to receive any further payments under this Agreement except pursuant to the last sentence of Section 18.5.

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

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

19. WARRANTIES; LIMITATIONS ON LIABILITY

19.1 The EPC Contractor warrants that it (and or its Subcontractors, where applicable) will perform the engineering, electrical, design services in accordance with the current standards of care and diligence normally practiced in performing services of a similar nature, including consistent with Prudent Industry Practice and all Legal Requirements and all Utility Requirements. If during the six (6) year period following Final Completion Date, it is shown that there is an error in the engineering and or design services as a result of EPC Contractor’s failure to meet those standards and Client has notified EPC Contractor in writing of any such error within the specified period, EPC Contractor shall correct all Services and Work as may be necessary to remedy such error and to deliver to the Client the Project as it was intended to be delivered pursuant to the terms of this Agreement. All costs incurred by EPC Contractor in performing such corrective services and work shall be paid by EPC Contractor.

19.2 If during the six (6) year period following Final Completion Date it is shown that there is an error 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 any such error within the specified period, Client

shall give EPC Contractor the option to re-perform such installation services and provide all such 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 the EPC Contractor, subject to delays in materials/supplies delivery, weather, Government Authorities approvals, and or any other matter beyond the EPC Contractor's control does not interfere with this work. Client can also perform the work necessary to correct the Work at EPC Contractor's expense. EPC Contractor shall pay all costs incurred by EPC Contractor or Client in performing such corrective services.

19.2.1 The EPC Contractor warrants that the Work shall not void any existing roof warranty at the Project Site. Prior to the Substantial Completion Date, EPC Contractor shall obtain, at its sole cost and expense, a written confirmation from each of the issuers of the roof warranties that such warranties in full force and effect. Coordination and communication with any issuers of the warranties as well as fees associated with any required roof inspection necessary to secure an overburden waiver are the responsibility of the EPC Contractor.

19.3 For all materials and equipment, including all Major Equipment, the EPC Contractor shall secure and pass along and deliver to the Client, the manufacturer's warranties, including without limitation the warranties specifically described on **Schedule #1**. The 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 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 the Client has notified the EPC Contractor in writing of any such defect within the specified period, EPC Contractor shall promptly replace or repair, to the Client's reasonable satisfaction, any such material, equipment or other component of the Project. Subject only to Section 20.2 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 the 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, the 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 the EPC Contractor shall coordinate with any manufacturer to the extent that any manufacturer warranty shall apply with respect to such warranty claims.

19.4 Any warranty under this Agreement shall not apply to any defect, failure or damage caused by improper use or care by Client. The 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 Purchaser or any third party (other than EPC Contractor or its Subcontractors);
- c) or malfunction caused by the use of unauthorized or improper parts or supplies except as caused by EPC Contractor and or its Subcontractors;
- 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 Subcontractors;
- e) caused by Force Majeure.

19.5 IN NO EVENT SHALL THE EPC CONTRACTOR BE LIABLE TO CLIENT 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).

19.6 **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.

20. DISPUTE RESOLUTION

20.1 In the event of any dispute arising under or in connection with this Agreement, or any of the Contract Documents or any Services or Work performed or not performed hereunder, the Parties agree to attempt to resolve such dispute(s) as follows: *First*, by a meeting of the EPC Contractor, Client, and any necessary Subcontractor(s), such meeting to be held within three (3) Days after the written demand for any such meeting by any Party hereto, and such meeting shall be held at a time and location selected by the Party receiving such notice; and *Second*, if the dispute is not resolved at such meeting, then by arbitration before a single arbitrator at the American Arbitration Association (“AAA”), under its Construction Industry Arbitration Rules. Any such arbitration shall be commenced not later than fifteen (15) days after the conclusion of the meeting described above, and conducted so as to be concluded, and a final non-contestable award rendered, within one hundred and twenty (120) Days of the date of the demand for arbitration, to the extent such timetable is not inconsistent with the foregoing AAA Construction Industry Arbitration Rules, as applied. Each Party shall be responsible for its own costs and attorneys’ fees incurred in the arbitration. The costs of the arbitration imposed by the AAA and the

arbitrator's fee shall be equally split by the Parties. The award may be confirmed in any court of competent jurisdiction.

20.2 Unless otherwise provided herein, otherwise directed by the Client, or as the Parties may otherwise agree in writing, the EPC Contractor shall continue the Services and Work during the pendency of any dispute. If the EPC Contractor continues to perform in a satisfactory manner, the 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, the EPC Contractor shall be under no duty or obligation to perform under this Agreement if the Client has purported to terminate the entire Agreement or disputes the EPC Contractor's ability or willingness to continue to perform under this Agreement.

21. INSURANCE; INDEMNITY

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

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

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

21.4 Defense of Claims:

(a) The Indemnifying Party shall be entitled, in its sole discretion, to assume and control the defense of such Claims at its expense with counsel of its selection provided (i) it gives prompt Notice of its intention to do so to the Indemnitee(s) and reimburses the Indemnitee(s) for the reasonable costs and expenses incurred by the Indemnitee(s) prior to the assumption by the Indemnifying Party of such defense and (ii) such counsel is acceptable to the Indemnitee, 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 Indemnitee(s) have reasonably concluded that counsel selected by the Indemnifying Party is not acceptable or (iv) the Indemnitee(s) have reasonably concluded and specifically notified the Indemnifying Party either that there may be specific defenses available to it that are different from or additional to those available to the Indemnifying Party or that such Claims involves or could have a material adverse effect upon it beyond the scope of this Agreement.

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

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

22. NOTICE

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

(a) If to Client to:

CEFIA Holdings LLC
845 Brook Street
Rocky Hill, CT 06067

Attn: General Counsel

(b) If to EPC Contractor, to:

[REDACTED]

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

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

23. MISCELLANEOUS; ENTIRE AGREEMENT; AMENDMENTS; GOVERNING LAW

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

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

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

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

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

23.6 The invalidity or unenforceability, in whole or in part, of any portion or provision of this Agreement will not affect the validity and enforceability of any other portion or provision hereof. Any

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

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

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

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

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

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

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

EPC Contractor

[REDACTED]

Client

CEFIA Holdings LLC

By:

Name: [REDACTED]

Title: [REDACTED]

By: _____

Name: Bryan Garcia

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. Form of Mechanical Completion Certificate
9. Form of Substantial Completion Certificate
10. Form of Final Completion Certificate
11. Construction Documents
12. Form of Request to Proceed
13. Form of Lien Waivers
14. Commissioning Form
15. Milestone Disbursement Request
16. Payment Checklist
17. Detailed Scope of Work
18. Required Permits and Approvals
19. Approved Subcontractors
20. Schedule of Values
21. Authorizing Resolution and Authorized Signers
22. Release, Hold Harmless and Indemnification Agreement
23. [Department of Correction Contractor Security Requirements]

SCHEDULE #1
LIST OF MAJOR EQUIPMENT

Major Equipment	Description	Model	Units
Modules	[must be on approved list]		
Inverters	[must be on approved list]		
Racking	[must be on approved list]		
AC Combiner Panel			
Utility AC Disconnect			
ZREC Meter			
Data Acquisition System (Locus Meter)	AlsoEnergy / Locus[, including cellular communication plan] ⁶ [and Kiosk option for showing real-time production] ⁷	System size >220 kW AC: Locus LGate 360 System <220 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 >220 kW AC: Ambient & cell temperature, and irradiance System size <220 kW AC: None.	System size >400 kW AC: Lufft WS601-UMB Smart Weather Sensor Hukseflux SR-30 System size <400 kW and >220 kW AC: Kipp & Zonen RT1 <i>or</i> IMT S-RS485-TC-T System size <220 kW AC: None.	

[Fencing specifications:

Material - Steel:

General:

1. Chain link fabric:

a) Fabric shall be 8 FEET HIGH woven 9 gauge (0.148" 0.005") steel wires in a 2" diamond mesh pattern.

⁶ For Department of Corrections sites

⁷ For Department of Administrative Services sites

2. Post and Rails:

a) Posts shall be 2-7/8" diameter and rails 1-7/8" in diameter. All posts and rails must conform to the requirements of ASTM A53, Type E or, Grade B. All posts and rails must be hot-dip galvanized in accordance with ASTM

3. Selvage: The top selvage shall be twisted and the bottom and sides shall be knuckled.

4. Complete fabric shall be capable of withstanding tensile strength test of 85,000 psi and 1,200 minimum pounds of breaking strength.

5. Provide one piece fabric widths for fencing up to 8 feet high.

6. Fabric Finish:

a) Galvanized ASTM A 392, Class II, with not less than 2.0 oz. zinc per sq. ft. of surface.

7. Access Gate: 16ft wide double swing gate shall be installed for maintenance vehicle access.

8. Perimeter setback: Fence must be set back a minimum of 15 ft from the edge of the modules.]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.

⁸ For ground mount projects only

SCHEDULE #2
SYSTEM SPECIFICATIONS

The Project consists of a [rooftop/ground mount/carport] photovoltaic (“PV”) generation facilities, with a maximum generating capacity of a [] kW (DC) and [] kW (AC) system, with expected system production of [] kWh in Year 1 (“SEF 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]
- [For individual projects >400 kW AC: Guaranteed Capacity to be calculated per Schedule #7 as part of Final Completion requirements (Milestone 6 in Schedule #16)]
- []

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 SEF 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:

The SEF Expected Production will not generate more ZRECs than the Maximum Annual Quantity allowed by the ZREC contract with the utility.

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			
Required Substantial Completion Date			
Commissioning Period			
Schedule Utility Inspection			
Building Inspection			
Utility Final Inspection			
Required 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 Array Design as shown in PE Signed and Sealed As-Built plans
- 5) Final Lien waivers and releases from EPC Contractor and Subcontractors in the form of **Schedule #13**
- 6) Warranty information and proof of assignment to Client
- 7) System Operation & Maintenance Manual
- 8) The final executed Commissioning Form in the form of **Schedule #14**, including actual temperature, insolation and output of complete array compared to expected output based on IEER.

SCHEDULE #5
EPC CONTRACTOR'S SUPERVISORS

Name:	
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]

The EPC Contract 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 90% 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 six (6) year period commencing on the Final Completion Date for the System and ending on the sixth (6th) anniversary thereof. As an illustration only, if Final Completion Date is November 18, 2018, then the Guarantee Period expires on November 17, 2024.

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, the 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 the Client to material portions of the System, or accidental damage caused by the 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, the 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, the 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 the Client in determining the Actual Generation and IEER; and (iv) include a form of invoice payable by the 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 the EPC Contractor shall pay to the Client as liquidated damages and not as a penalty, an amount (“Performance Guarantee Damages”) equal to the shortfall in kWh (“Performance Shortfall”) multiplied by []⁹. 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 the Client in the event that the 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 the Client for the 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 the 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, the 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, the 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, the 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.

⁹ This figure should be the PPA rate (including escalator) + ZREC

SCHEDULE #7
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 90% 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 six (6) year period commencing on the Final Completion Date for the System and ending on the sixth (6th) anniversary thereof. As an illustration only, if Final Completion Date is November 18, 2018, then the Guarantee Period expires on November 17, 2024.
 - 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.
3. Performance testing to verify **Guaranteed Capacity:**
 - 1.1.1 **Procedure** To demonstrate that the Guaranteed Capacity has been satisfied, a capacity test shall be performed in accordance with ASTM E2848-13, *Standard Test Method for Reporting Photovoltaic Non-Concentrator System Performance* ("Capacity Test"). For this test, unless otherwise agreed to in writing by both Client and EPC Contractor, the photovoltaic system power, P , shall be taken to be the AC power at the point-of-interconnect, plane-of-array irradiance shall be measured with a photovoltaic reference cell, and system performance data required for the test shall be collected using the monitoring system provided with the System. Reporting conditions for the test shall be Nominal Terrestrial Environment (NTE) conditions (800 W/m², 20 °C ambient temperature, 1 m/s wind speed) unless the NTE values are not encompassed by the range of actual or expected irradiance, temperature, and wind speed values during the test period or inverter clipping occurs at NTE conditions, in which case alternate reporting conditions may be used. If alternate reporting conditions are used, they shall be selected in accordance with ASTM E2939-13, *Standard Practice for Determining Reporting Conditions and Expected Capacity for Photovoltaic Non-Concentrator Systems*. The terms "photovoltaic system

power, P ”, “plane-of-array irradiance”, and “reporting conditions” shall have the meanings as defined in ASTM E2848.

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

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

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

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

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

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

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

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

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

3. **Performance Guarantee.** For the Guarantee Period, the 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 the Client to material portions of the System, or accidental damage caused by the 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, the 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, the 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 the Client in determining the Actual Generation and IEER; and (iv) include a form of invoice payable by the 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 the EPC Contractor shall pay to the Client as liquidated damages and not as a penalty, an amount ("Performance Guarantee Damages") equal to the shortfall in kWh ("Performance Shortfall") multiplied by []¹⁰. 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 the Client in the event that the 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 the Client for the EPC Contractor's failure to meet the Guaranteed Level, and the Parties agree that these liquidated damages do not constitute a penalty.

¹⁰ This figure should be the PPA rate (including escalator) + ZREC

5.3 Performance Guarantee Damages shall be payable within twenty (20) days of the date and verification of the invoice submitted to the 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, the 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, the 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, the 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 #8
Form of Mechanical Completion Certificate

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

In accordance with the Agreement, Contractor hereby certifies that all of the conditions to Mechanical Completion have been achieved with respect to the Project, as follows:

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

Executed this ____ day of _____, 20__.

[Contractor]

By: _____

Name: _____

Title: _____

Schedule #9
Form of Substantial Completion Certificate

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

In accordance with the Agreement, Contractor hereby certifies that all of the conditions to Substantial Completion have been achieved with respect to the Project, as follows:

1. Mechanical Completion has occurred;
2. All equipment associated with the Project has been installed substantially in accordance with the technical specifications;
3. The solar panels have been assembled, erected and installed as part of the Project so as to be completed in accordance with the technical specifications and checked for adjustment;
4. All of the electrical works that are part of the Project have been properly constructed, installed, insulated and protected where required for such operation, have been correctly adjusted, tested and commissioned to the extent possible, are mechanically, electrically and structurally sound as set forth in the technical specifications, and can be used safely in accordance with the Agreement and applicable Legal Requirements;
5. Contractor has checked the Project to verify that the Project may be so operated without damage thereto or to any other property and without injury to any person;
6. Contractor has done all Electrical Studies including: AC and DC ampacity study, short circuit study, coordination study, arc flash analysis
7. The electrical inspection certificate for the Project has been obtained;
8. All of the electrical works and all other infrastructure (including work performed by the Client) required and necessary to achieve interconnection of the Project to the local Distribution System are energized and have been installed in compliance with the requirements applicable pursuant to the Interconnection Agreement;
9. Successful testing of all systems (excluding the DAS) comprising the Project;
10. The Project operates as a single unit capable of generating electricity continuously at rated power;
11. The Project can be used continuously without interruption for its specified purpose as described in this Agreement and is capable of operating safely in accordance with applicable Legal Requirements;
12. Completion of all Work required under the terms of the Agreement (other than Punchlist Items and other Work required for achievement of Final Completion), in accordance with the requirements of the Agreement;
13. Contractor has prepared and submitted to Client, and Client has approved the Punchlist of Items attached to this Certificate;
14. Contractor has delivered a draft of the Operations and Maintenance Manual to the Client;
15. Permission to Operate has not been requested from the Authority Having Jurisdiction; and
16. Project has not had a bi-directional meter fully installed so as to facilitate interconnection.

Executed this ____ day of _____, 20__.

[Contractor]

By: _____

Name: _____

Title: _____

Schedule #10
Form of Final Completion Certificate

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

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

1. Substantial Completion has occurred;
2. Tests have been completed that reflect that the Project generation capacity equals or exceeds the System Specifications as defined in the commissioning plan [and the System is performin at or above Guaranteed Capacity]¹¹;
3. Contractor has delivered to the Client a final Operations and Maintenance Manual, including all changes and supplements to the Operations and Maintenance Manual as reasonably requested by the Client and as reasonably agreed by Contractor;
4. Contractor has delivered to Client Project Completion Documents, including as-built Submittals, all shop drawings, signed and sealed final as build drawings, all test reports and all other documentation and design calculations as required;
5. All Punchlist Items as identified on the Punchlist agreed at time of Substantial Completion have been completed;
6. If required by applicable Legal Requirements, Contractor has obtained final and complete approval to operate from the Governmental Authority having jurisdiction over operation of the Project, which may be in one of several forms such as a permission to operate or authorization to energize from the Utility

Executed this ____ day of _____, 20__.

[Contractor]

By: _____
Name: _____
Title: _____

¹¹ For Systems >400 kW AC

Schedule #11
CONSTRUCTION DOCUMENTS

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

Schedule #12
Form of Request to Proceed

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

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

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

Contractor confirms that construction of the Project will commence on [_____].

Executed this ____ day of _____, 20__.

[Contractor]

By: _____

Name: _____

Title: _____

Schedule #13
Lien Waivers

PROGRESS PAYMENT LIEN WAIVER

Upon receipt by the undersigned of a payment in the form of a check or electronic transfer of funds from CEFIA HOLDINGS LLC in the sum of \$ _____ payable to [Name of Contractor] and when such check has been properly endorsed and has been paid by the bank upon which it is drawn or such electronic transfer of funds confirmed, this document shall become effective to release any mechanic's lien, stop notice, or bond right [Name of Contractor] has on the commercial solar PV project of CEFIA HOLDINGS LLC located at [Purchaser's address] to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to CEFIA HOLDINGS 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 CEFIA HOLDINGS LLC and [Name of Contractor] prior to the release date are covered by this release unless specifically reserved by [Name of Contractor] in this release.

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

Dated: _____

[Name of Contractor]

By: _____

Title: _____

FINAL LIEN WAIVER

Upon receipt by the undersigned of a payment in the form of a check or electronic transfer of funds from CEFIA HOLDINGS LLC in the sum of \$ _____ payable to [Name of Contractor] and when such check has been properly endorsed and has been paid by the bank upon which it is drawn or such electronic transfer of funds confirmed, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the commercial solar PV project of CEFIA HOLDINGS 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 Contractor]

By: _____

Title: _____

Schedule #14
Commissioning Form

SYSTEM INSTALLATION & COMMISSIONING CHECKS AND ACCEPTANCE TESTS

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

1. Before commencing any system checking and testing, EPC Contractor will ensure that:
 - non-current carrying metal parts (such as array frames, metal boxes, etc.) are grounded properly; and
 - all labels and safety signs specified in the plans and by the NEC are in place.
2. Photovoltaic Array - General Checks – EPC Contractor will conduct the following checks of the photovoltaic array and record the results:
 - Visually inspect the array for damaged modules.
 - Check to make sure panels are mounted properly and securely to the racking system or mounting means.
 - Confirm that the alignment of the array is as straight, neat, and pleasing as possible.
 - Check to see if modules are properly grounded.
 - Check that all source circuits are properly labeled.
 - Check to see that all wiring is neat and secure.
 - Where wiring is visible, check to ensure it is UL listed and includes labelling to show voltage rating, and that voltage rating is appropriate.
 - Visually inspect plug and receptacle connectors between modules to ensure they are fully engaged.
3. Photovoltaic Combiner Box Tests - For repetitive source circuit wiring, the following procedure must be followed for each source circuit in a systematic approach, i.e., east to west or north to south. All data are to be recorded on a combiner box check list. The following testing will take place around noon on a cloudless day:
 - Inspect the combiner boxes to ensure that all wiring is correctly and securely installed.
 - Where wiring is visible, check to ensure it is UL listed and includes labelling to show voltage rating, and that voltage rating is appropriate.
 - Check open-circuit voltage (Voc) of each of the source circuits to verify that it provides the manufacturer's specified voltage in full sun. Verify the polarity of each source circuit in the DC string combiner box by paying particular attention that there is NEVER a negative measurement.
 - Check Max Power Point current (IMPP) of each of the source circuits to verify that each provides the manufacturer's specified current in full sun.
 - Confirm that no ground faults are present in the DC wiring.
 - Test the Insulation Resistance of the DC conductors from the combiner boxes to the Inverters to ensure a minimum resistance of 20 megohms or less at 1 min between conductors and from

each conductor to ground.

4. DC Disconnect Inspection:

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

5. AC Inspection:

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

6. Inverter Start-Up Tests:

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

7. System Monitoring Test:

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

Check data from each monitoring system sensor by comparing readings from calibrated, hand-held sensors to monitoring system output readings; all readings should be within $\pm 5\%$ of the hand-held readings.

8. System Acceptance Evaluation Test Procedure - The following Acceptance Test will preferably be run around noon on a cloudless day:

- Activate the System and allow it to run for two (2) hours before taking any performance measurements.
- Calculate the expected peak DC power output of the System, WattsDC-estimated, at the measured cell temperature by multiplying the System DC nameplate capacity by $(1 - KCTA)$, which is the DC power adjustment due to cell temperature difference from the standard test condition, 25 C, where $KCTA = (25 - T_{cell})$ times the Temperature Coefficient of Maximum Power for the module (from the module specification datasheet, %/deg C) and $T_{cell} =$ module cell temperature, deg C, measured at the time the System power reading is taken. [Example: SunTech 280 lists its Max Power Temp Coeff as -0.47. So, for $T_{cell} = 10$ deg C, then $(1 - KCTA) = 1 + 7.05\% = 1.0705$]
- Calculate the expected peak AC power output of the System, WattsAC-estimated, by multiplying WattsDC-estimated in (ii) by 0.77 (the standard 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 90% of the WattsAC-estimated value calculated in step (iii) above.

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

Qualified Personnel _____

Name & Title _____

Dated _____

Schedule #15

Milestone Disbursement Request

Project Name:

Site Address:

EPC Contractor:

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

Total Requested: \$ _____

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

Contractor Comments/Notes:

Additional instructions:

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

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

Schedule #16
Payment Checklist

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

Milestone 1 - Design/Build Agreement Executed:

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

Milestone 2 - Notice to Proceed:

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

Milestone 3 - Delivery of Major Equipment:

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

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

Milestone 4 - Mechanical Completion:

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

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

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

Milestone 6 - Final Completion/Interconnection/Energized:

- Progress Disbursement Form
- Signed Final Lien Waiver, including Subcontractors
- Invoice
- Executed Final Completion Certificate
- [For System > 400 kW AC: Completed Capacity Test, confirming Guaranteed Capacity per Schedule #7]
- 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 Catherine Duncan (catherine.duncan@ctgreenbank.com)
 - Provide photograph of functioning ZREC meter
 - Confirmation of installation of utility ZREC meters

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

Schedule #17
Detailed Scope of Work

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

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

1. EPC Contractor Responsibilities

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

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

2. EPC Contractor General Requirements

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

3. Hoisting & Rigging

- 3.1 Client shall coordinate the delivery of any Client-procured equipment and materials to the site (or to alternate location if requested by EPC Contractor). Commercially reasonable efforts will be made to adhere to the Purchasers requested delivery schedule.
- 3.2 In the event that any EPC Contractor-procured equipment and materials are found to be damaged or defective ("Defective Materials"), EPC Contractor shall be solely responsible for the replacement thereof, including but not limited to costs related to: (a) removal of Defective Materials from the Site, (b) procurement of replacement equipment and materials ("Replacement Materials") for the Defective Materials, and (c) delivery of the Replacement Materials to the point of installation on the Site. Without limiting the generality of the foregoing, in the event any special equipment or additional labor is required to deliver the Replacement Materials to the

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

4. System Design

- 4.1 Permit/Construction Drawings: The scope of this work will include complete electrical system design of the AC/DC system along with the AC portion of the Project from inverter to point of interconnection. EPC Contractor will prepare permit/construction level drawings consisting of system layouts, associated details, electrical design and specifications on drawings. Racking layouts and foundations are the responsibility of the racking manufacturer. EPC Contractor will be provided with background AutoCAD drawings for inclusion in the design drawings.
- 4.2 System production – EPC Contractor will be responsible for any additional production simulations, as required.
- 4.3 AC and DC ampacity study, short circuit study, coordination study, arc flash analysis
- 4.4 In general, the plans will consist of a minimum of the following sheets; additional sheets to be added as scale of drawings dictates:
- Cover Sheet: Project related data including site location maps, site address, code information and sheet list.
 - Overall Site: Layout site map that covers entire Project site and provides basic information including array layouts, site access, staging areas and interconnection points. Site map will be based on approved civil drawings prepared by others.
 - General Notes: EPC Contractor as well as Client construction notes.
 - Construction Details: Detail sheets will be separated into categories such as site, electrical, grounding, racking and miscellaneous. Details to be provided will include panels and inverter specifications, grounding plans and details, and site related information such as fencing.
 - Electrical Plans: Plans included are single line diagrams, conduit routing plans, and wire and conduit size tables for both AC and DC, and string diagrams per array and combiner box. The AC electrical design will be assumed to terminate at designated switchgear.
 - Electrical Design - The electrical design of the system will be provided in accordance with the current prevailing NEC Electrical Code (2014) and will be based on the approved interconnection single line diagram to be provided by Client. EPC Contractor will require to be provided all updates to the single line approval during construction drawings preparation. The system will be designed considering a maximum of 2.5% voltage loss, unless Client requests a different value. EPC Contractor will include within the construction drawings, tables of AC and DC wire sizes, fuse sizes as well as associated calculations.
 - All conduit and wiring must be UL Listed and labelled to show voltage rating.
 - Electrical Interconnection Support - Provide design and office support for assisting with interconnection approval based on previously submitted application and single line diagrams by others.
 - Conduit Layouts: Detail layouts of conduit routing including lengths and pull box locations.
 - Layout Plans: All sheets required providing complete array locations and dimensions, combiner box locations, etc., inverter locations plans, and enlarged area plans.
 - Label Sheets: Required NEC and associated labeling details along with a label location plan.

Drawing Deliverables

- Permit Drawings- will include a 50% and 90% submissions for review and comment, followed by an electronic PDF submission, as well as four (4) sets of signed and sealed drawings for permit submission.
 - Construction Drawings- will be a 90% submission for review and comments, followed by an electronic PDF submission, as well as two (2) sets of signed and sealed drawings.
- 4.5 Both submissions include one (1) revision to the 90% submission to address comments from Client, but do not include system re-designs as a result of equipment changes to inverters, racking and/or modules. Minor changes in module wattages resulting in minimal modifications to the drawings will be included in the revisions. Following final submission of drawings, any changes will be invoiced on an hourly basis as agreed to by Client. EPC Contractor will provide a proposal for these changes.
- 4.6 Record Drawings: EPC Contractor will provide record drawings of final completed project based on redlined plans provided by Client and/or its sub-EPC Contractors, as well as one (1) site visit to confirm installation. This scope

of work will include preparation of the record drawings, for submission to Client's third party financial engineer, and one (1) revision based on comments from third party engineer. EPC Contractor will submit plans in PDF format, as well as four (4) sets of hard copies. Upon final approval from third party engineer, EPC Contractor will submit stamped plans in PDF format, as well as four (4) sets of hard copies.

4.7 Removed.

5. System Installation

EPC Contractor shall comply with the following:

- 5.1 Install System as per Plans and in accordance with NEC and Utility Interconnection Requirements listed on the utility's website.
- 5.2 All conduit shall be installed per Electrical Code requirements, including but not limited to locations and quantity of supports and expansion joints.
- 5.3 All project equipment shall be installed and located in accordance with the Plans and manufacturer's instructions and requirements.
- 5.4 Furnish and install all electrical, communication and building components necessary for the completion of the project, as per the Plans.
- 5.5 Record and take photos of all solar module pallet ID labels and packing slips delivered to Site. Do so within five (5) business days of delivery to Site. Provide Client with a compiled list of all pallet IDs in Microsoft Excel format. There will likely be one (1) partial pallet delivered to Site. For that partial pallet only, take photos of and record the individual solar module serial numbers in Microsoft Excel format.
- 5.6 Receive all packing slips and bills of lading from all deliveries of Client-procured items. Send electronic copies of all such documents to Client within forty-eight (48) hours of receiving the deliveries.
- 5.7 Install data acquisition system and components.
- 5.8 Paint any plywood or other material used to mount electrical devices on walls with a color approved by EPC Contractor.
- 5.9 Install all inverter assemblies required as per the plans and manufacturer guidelines.
- 5.10 Install racking per the plans and the manufacturer guidelines.
- 5.11 Install solar modules per the plans and the manufacturer guidelines.
- 5.12 Install and configure all monitoring hardware, per the plans.
- 5.13 Install all other equipment, not specifically addressed, per the plans.
- 5.14 All exterior conduit on rooftop shall be EMT (Electrical Metal Tubing) with threaded fittings, unless otherwise specified (set screw connectors are not acceptable). Conduit wire trays only acceptable if submittal given to EPC Contractor, indicating areas of use, with spec sheets. Said submittal must be explicitly approved by EPC Contractor prior to construction.
- 5.15 All exterior conduit on the side of the building shall be mounted in cable tray per plan set unless otherwise specified.
- 5.16 All PV source circuit conductors shall be of type copper and "PV Wire", as noted on plans.
- 5.17 As applicable, all trenched conduit shall be of type PVC, schedule 80 buried 24" below grade. Use rubber conduit supports from a manufacturer approved by EPC Contractor. No wood or other supports shall be used without prior approval from EPC Contractor Representative, unless otherwise specified. When preparing to trench under existing perimeter fences the EPC Contractor must first coordinate with the Purchaser's facility manager by providing five (5) business days advance notice. Additional measures may be necessary during this task in order to maintain site security such as having Purchaser personnel on guard. All trench work crossing existing perimeter fencing must be completed within the same day. These trenches cannot be left open overnight.
- 5.18 As applicable, EPC Contractor shall install all ballast blocks as shown on plans.

- 5.19 As applicable, ballast blocks must all be of the same manufacturer, model and color. Ballast blocks as shown on plans and in accordance with ASTM C1491 – Exterior Grade Concrete Pavers. Specifications of ballast shall be provided to Client at least ten (10) business days prior to installation.
- 5.20 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 Contractors proposed wire management methods. Should Client decline presence, provide photos of initial wire management install and send to Client for approval.
- 5.32 Approved crimping tools shall be used in achieving crimps on ground wires.
- 5.33 Specifications of crimping tool must be submitted to Client at least ten (10) business days prior to scheduled installation.
- 5.34 No wire or other material installed by EPC Contractor shall shade modules at any time.
- 5.35 Appropriate safety considerations and NEC requirements shall be followed for all interconnection procedures. EPC Contractor will schedule all shut-downs with utility and Purchaser per feedback and request from EPC Contractor. EPC Contractor will assist as needed.
- 5.36 Furnish and install all electrical and building components necessary for the completion of the project, as per plans.
- 5.37 For line-side connections to the existing building switchgear, EPC Contractor shall present materials to be used and plan to connect to Purchaser at least five (5) business days prior to planned shutdown date. Purchaser reserves the right to modify or deny the methods presented and must grant ultimate approval prior to interconnection.
- 5.38 EPC Contractor furnished equipment includes all other required BOS material needed in order to fully install the system to be supplied by EPC Contractor.
- 5.39 [Fencing construction method: Galvanized chain link fence posts must be spaced in line of fence not further than 10 feet on center. Intermediate or line posts, may be driven by mechanical means. A suitable driving cap must be used to ensure that no damage is caused to the post, galvanization coating. Posts not driven, and all other types of posts must be set in Portland cement concrete acceptable to the Engineer. Concrete footings must extend a minimum of 4 inches below the bottom of the post. The footing diameter must be 12 inches for terminal, corner, pull or brace posts. All tops of concrete footings must be crowned to shed water. When ledge rock is encountered, the posts must be set in 6 inch minimum diameter holes drilled into rock to a minimum 12 inches deep and must be grouted in correct position. All fence end posts must be braced. Braces must be installed at 100 foot intervals to maintain tension. Corner

posts must be braced at each change in direction. Brace posts with 2 braces must be provided for all heights where changes in horizontal or vertical alignment of 10 degrees or more occur. Where additional braces are required, they must be spaced as indicated on the plans. The top rail must pass through the line post loop cap and form a continuous brace from end to end of fence. The rail must be provided with sleeve connectors approximately every 20 feet. The sleeve connectors must be at least 7 inches long. Fabric must be fastened to line posts with tie wires spaced approximately 12 inches apart. The fabric must be fastened to the top rail with tie wires spaced approximately 18 inches apart. Where it is not practicable to conform the fence to the general contour of the ground (as ditches, channels, etc.) the opening beneath the fence must be enclosed with galvanized chain link fabric and sufficiently braced to preclude access, but not to restrict the flow of water. Fabric must be fastened to the end of the gate frames by tension bars and tension bands, and to the top and bottom of the gate frames by tie wires in the same manner as specified for the galvanized chain link fence fabric. The drop bar locking device for the gate must be provided with a footing of Portland cement concrete crowned at the top to shed water and provided with a hole to receive the locking bar. A heavy-duty padlock with 2 keys must be furnished by the Contractor for each gate. The size of the footing and depth of penetration of the locking bar into the footing must be as shown on the plans. Chain link mesh must be disconnected and secured to the terminal post using appropriate hardware.]¹²

6. Project Management

EPC Contractor shall:

- 6.1 Assign a qualified project manager experienced with solar installations of similar size and scope upon receipt of agreement.
- 6.2 Respond to all inquiries from Client within twenty-four (24) hours.
- 6.3 Provide Client with seven (7) days advance notice of entering the Project Site/
- 6.4 Familiarize themselves and team of installers and electrician with the design, and specific installation requirements of each system component via EPC Contractor supplied documents, manufacturer installation instructions and videos found on manufacturer websites.
- 6.5 Identify potential design conflicts with local code and/or interconnection requirements.
- 6.6 Schedule, facilitate and attend all required inspections including, but not limited to AHJ, utility and roof warranty holder inspections.
- 6.7 Communicate municipality and utility inspection schedule and status to Client and Purchaser prior to inspection so that EPC Contractor representatives have the option to be onsite if appropriate.
- 6.8 Communicate any inspection failures or deficiencies with Client and Purchaser immediately.
- 6.9 Communicate verbal inspection approvals to Client and Purchaser immediately following inspection.
- 6.10 All conversations with inspectors and/or utility personnel shall be accurately documented and shared with Client immediately.
- 6.11 Reach out to local fire department and offer to provide system training. Training includes a site tour with fire department personnel. Purchaser shall utilize EPC Contractor provided PDF files, highlight the locations of all disconnects, and provide to the fire department.
- 6.12 Provide Purchaser and Client with all requested project-related documents within two (2) business days of request. These documents include, but are not limited to, SDS manual(s), safety manual and plan, business license, certificate of insurance, copies of zoning, building and electrical permit applications and/or permits, copies of inspection certificates, bill(s) of sale, warranty documents and additional work order pricing.
- 6.13 Provide Purchaser and Client with an updated project report, project plan, schedule, and progress photographs by close of business each week or on a predetermined agreed-upon schedule at least weekly.
- 6.14 Purchaser and Client reserve the right to require the installing EPC Contractor to touch base with the Purchaser facility site manager daily. Such interaction would include discussion of work to be performed that day and in which areas of the roof.

¹² For ground mount projects only

- 6.15 EPC Contractor shall provide Purchaser and Client with a written communication tree diagram for EPC Contractor and Purchaser and Client use, at least five (5) business days prior to construction.
- 6.16 Communicate any inspection failures or deficiencies with Purchaser and Client immediately.

7. Site Management

EPC Contractor shall:

- 7.1 Submit an Equipment Schedule that identifies when all EPC Contractor procured materials and equipment shall be ordered and onsite. This schedule shall include modules, inverters, and racking.
- 7.2 provide a Site Management Plan illustrating the layout of the Purchaser property, proposed locations of dumpsters, restroom, equipment unloading areas, equipment staging/storage areas, crane/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. Any active roof warranties must remain in effect after the installation of the equipment. Coordination and communication with the roofing manufacturers as well as fees associated with any required roof inspection necessary to secure an overburden waiver are the responsibility of the EPC Contractor.
- 7.4 Alternative safety measures, such as flag perimeters may be approved, contingent upon Client approval.
- 7.5 Submit a written plan for site preparation and roof protection.
- 7.6 Submit a Rigging Plan in a written and drawing format for the transportation of all equipment.
- 7.7 Clearly mark restricted perimeters of the Work areas.
- 7.8 Conform to the guidelines on the structural drawings for roof loading restrictions when hoisting and staging equipment on the roof.
- 7.9 At no time shall delivery personnel or truck drivers approach Purchaser personnel for the purposes of offloading material.
- 7.10 EPC Contractor is responsible to minimize the impact to site traffic, parking, access and operations as much as possible during the hoisting & rigging process.
- 7.11 In no way shall construction obstruct the Purchaser facility operations.
- 7.12 EPC Contractor shall in no way impede Purchaser deliveries or logistics with their equipment.
- 7.13 Provide vehicle and pedestrian traffic barriers and signage along the perimeter of any areas where work is performed or construction/hoisting/rigging equipment is present.
- 7.14 Provide jobsite personnel training on safety procedures, including but not limited to use of safety equipment, first aid location and use, emergency procedures, emergency contacts and preventative safety practices.
- 7.15 Provide rooftop safety barriers as appropriate on the roof of the Purchaser facility and OSHA approved fall support equipment if necessary. Submit plan and safety equipment specs to Client for review.
- 7.16 EPC Contractor responsible for costs to repair any roof damage that occurs during installation. Must use roof warranty holder-approved roofing specialist for repair work. Note that Client will be responsible for one (1) third-party roof inspections before and one (1) inspection after installation to determine whether there has been any damage. Should additional inspections result from EPC Contractor caused damage or repairs, additional inspection costs shall be the responsibility of the EPC Contractor.
- 7.17 Immediately report any roof damage to Purchaser and Client.
- 7.18 Note that only a roofing manufacturer-approved contractor shall make repairs.
- 7.19 Roof repairs shall be made on a timetable agreeable to Purchaser and the Client.
- 7.20 Provide daily removal and clean-up of all debris associated with work, including but not limited to wire, wire sheathing, loose hardware, concrete fragments, plastic, personal items, etc. Use of Purchaser dumpsters is strictly prohibited.
- 7.21 As applicable, EPC Contractor shall not permit pencil markings to be made on the aluminum roof. Such markings can cause corrosion over time. In addition, EPC Contractor shall clean up all metal scraps, and any other material that can cause dielectric corrosion on the roof, daily.

- 7.22 EPC Contractor to provide and maintain dumpsters as necessary. Dumpster location to be approved by Purchaser at least five (5) business days prior to arrival.

8. Performance Testing and Commissioning:

- 8.1 The main disconnects must be locked in the open (OFF) position until Purchaser provides permission to close the circuits. Once power is available to the system, EPC Contractor shall only operate one (1) string inverter at a time for pre-commissioning. At no time shall EPC Contractor operate multiple string inverters simultaneously, until EPC Contractor notifies Purchaser that tax equity funding has been approved. EPC Contractor shall test each string inverter individually in preparation for whole system testing.
- 8.2 EPC Contractor shall provide the appropriate testing in-line with the Commissioning Form in Schedule #14 to ensure a completely operational System interconnected with the utility. Such testing shall include, but not be limited to, string testing of the array, combiners, re-combiners (if applicable), complete inverter start-up testing, monitoring system communication testing, and performance testing of the System.
- 8.3 All inspections to be completed in accordance with project schedule, except that a delay in an inspection or a scheduled shut down (or other work scheduled by the EPC Contractor required for interconnection) due to the Client, or a request from the Client, that has an impact on the project schedule shall not result in liquidated damages.
- 8.4 All labeling to be completed prior to AHJ inspection or EPC Contractor commissioning.
- 8.5 Test and commission the system at project close-out using EPC Contractor's template for System Commissioning.
- 8.6 Commissioning is a critical part of project close-out and acceptance. EPC Contractor is to ask for clarification from Client if additional questions remain on commissioning requirements.
- 8.7 EPC Contractor commissioning document shall be made available to Client.
- 8.8 EPC Contractor shall be required to submit a scanned copy of signed hard copy of Commissioning Form within forty-eight (48) hours of completion. EPC Contractor shall also be required to enter information via Client provided electronic platform in order to be considered officially complete.
- 8.9 EPC Contractor will provide the commissioning test procedures. EPC Contractor's formal onsite commissioning should be a redundant testing of the System. The EPC Contractor shall perform all commissioning to ensure the System is fully operational prior to EPC Contractor arriving onsite.
- 8.10 Megger Testing:
- 8.11 Megger test the following feeders for insulation resistance, document results via photographs and on the System Verification form and submit to Client.
- 8.12 Meg wires from inverters to disconnect.
- 8.13 Meg wires from disconnect to main breaker.
- 8.14 Polarity and Connectivity: Check the polarity and connectivity of each string and home-run wiring, document on the System Verification form, and submit to Client.
- 8.15 Inverter(s): Perform start-up procedures, including simulating voltage power loss to the inverters, contained in manufacturer's installation service manual. Complete manufacturer's Start-Up Form, document results on the System Verification form, and submit both forms to Client. Perform inverter inspection and document results on the Inverter inspection form. Perform inverter commissioning and document results on EPC Contractor Inverter Commissioning Form.
- 8.16 DAS: Perform procedures contained in manufacturer's installation service manual. Provide the Modbus number(s) for each device and document on System Verification Form connection on a drawing. Configure the meter(s) per manufacturer's guidelines. Verify that the current transformers (CTs) are oriented and installed per manufacturer guidelines. Configure weather station per manufacturer guidelines. Configure the DAS system online by contacting the DAS representative. Confirm that all equipment is reporting and recording accurate data. Submit signed and dated report identifying procedures taken, any trouble-shooting required and when system was live and accurately reporting all data.
- 8.17 Combiner Boxes/Re-combiner Boxes (as applicable): Perform procedures contained in manufacturer's installation service manual. Complete System Verification form and submit to Client. Perform combiner box inspection on each and document results on EPC Contractors Combiner Box Commissioning Form and submit to Client.

- 8.18 Complete IV Curve testing and submit to Client.
- 8.19 Complete installation, electrical build-out, testing & commissioning and final 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 located 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:
- a. DAS equipment
 - b. Solar array
 - c. Wire management methods
 - d. Inverter and inverter mounting
 - e. Site modifications, including but not limited to landscaping, gates/fencing, etc.
- 9.21 EPC Contractor shall provide final production report based in final system design as provided in As-Builts

Schedule #18
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 #19
Approved Subcontractors

Schedule #20
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. Contractor and Client have agreed on the following Schedule of Values apportioning the Contract Sum across the items identified below, which Contractor and Client agree constitute the significant cost items associated with the Scope of Work. The items identified below are for the convenience of administering payments to Contractor and shall not be interpreted as establishing or modifying Contractor's Scope of Work under the Agreement. Client reserves the right in its sole discretion to assign any costs for the Work submitted by Contractor to any item set forth below.

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

Schedule #21

Authorizing Resolution and Authorized Signers

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

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

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

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

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

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

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

such approval, and as such Authorized Agent may deem necessary, advisable or appropriate in the judgment of such Authorized Agent to effectuate and comply with the foregoing.

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

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

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

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

BY: _____

SEAL

Printed Name

Title

Schedule #22
Release, Hold Harmless and Indemnification Agreement

This **Release, Hold Harmless and Indemnification Agreement** (“Agreement”), is made as of __, 20 __, and is by __ (“Contractor”)

WITNESSETH:

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

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

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

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

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

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

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

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

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

Schedule #23
Department of Correction Contractor Security Requirements

A. Facility Admittance

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

B. Official Working Rules

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

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

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

C. Rules Concerning Department of Correction Facilities

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

(1) Restricted Areas

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

(2) Inmates

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

(3) Vehicle Control

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

(4) Contraband

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

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

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

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

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

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

- (1) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

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