

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT (this “*Agreement*”) is dated as of _____ (the “*Effective Date*”), between Hep-Petra O&M, LLC, a North Carolina limited liability company (formerly known as ReNew Petra Integrators O & M, LLC “*Provider*”) and City of Mariana (“*Company*,” and collectively with Provider, the “*Parties*,” and each individually a “*Party*”)

RECITALS

WHEREAS, Company owns certain solar photovoltaic electric energy generation facilities, as described in further detail on Schedule 1 hereto (each a “*Project*”); and

WHEREAS, Company wishes to engage Provider to provide such operations, maintenance and repair services with respect to each Project on the on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I GENERAL TERMS

1.01 Term. This Agreement shall commence on the Effective Date and end on the third (3rd) anniversary of the Effective Date, or until the Agreement is otherwise terminated in accordance with the provisions of this Agreement (the “*Initial Term*”). The term may be extended for an additional three (3) year term (“*Renewal Period*”, and together with the Initial Term, the “*Term*”) by Company upon not less than ninety (90) days prior written notice to Provider. .

1.02 Services. During the Term, Provider shall perform the services described on Exhibit A attached hereto (collectively, the “*Maintenance Services*”) with respect to each Project, subject to the terms and conditions set forth in this Agreement, including timely payment by Company of the Maintenance Services Fee described in Section 1.03 below.

1.03 Fee. Company shall compensate Provider for the Maintenance Services (the “*Maintenance Services Fee*”) as set forth on Schedule 2. One quarter of the Maintenance Services Fee for each Project shall be invoiced quarterly, on the first day of each quarter, and the payment of which shall be due thirty (30) days after such invoice date. On the first calendar day of the month following each Project’s one-year anniversary following commercial operation and each consecutive year thereafter, the Maintenance Services Fee for the successive year shall be increased by 2.0% of the Maintenance Services Fee for the previous year. Any other changes to the Maintenance Services Fee will be agreed upon in writing by Company and Provider. The annual Maintenance Services Fee shall be prorated for any partial year.

1.04 License. The Company hereby grants the Provider and its authorized agents, employees and any subcontractors that have been approved by Company (such approved subcontractors and in such capacity, “*Subcontractors*”), a revocable license to access each Project solely for purposes of performing the Services during the Term.

ARTICLE II
PERFORMANCE STANDARDS & REQUIREMENTS

2.01 Licenses and Permits. Provider shall be responsible, at its sole cost and expense, for procuring, obtaining, maintaining and complying with any and all required licenses and permits applicable to the performance of the Maintenance Services and the (collectively, the “*Services*”) with respect to each Project.

2.02 Standard of Performance.

(a) Provider shall perform the Services in accordance with the practices, methods, and acts (including the practices, methods, and acts engaged in or approved by a significant portion of the electric power generation industry or directed by an applicable governmental authority) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in accordance with law, regulations, permits, codes, standards, equipment manufacturer’s recommendations, reliability, safety, environmental protection, economy, and expedition, all applicable laws, regulations and permits, and in accordance with and in such manner so as to preserve full coverage and available claims under the warranties and guarantees provided by the manufacturers, suppliers, and contractors set forth on **Exhibit C**. Provider warrants that the Services and any will be performed in a good and workmanlike manner and shall be free from defects in workmanship and materials for a period of one (1) year from the completion of any specific task, service, or work (the “*Services Warranty*”). For the avoidance of doubt, the Services Warranty shall be limited to the Services provided by Provider and shall not apply to any work performed by the engineering, procurement and construction contractor who constructed each Project or any equipment comprising each Project. If Provider is notified of a defect covered by the Services Warranty within the warranty period (or, in the event of a defect arising during the last thirty (30) days of the warranty period, if Provider is notified of such defect within thirty (30) days after such defect arises, even if such notice occurs after the expiration of the warranty period), Provider shall, at its sole cost and expense, effect, repair, replace, and/or reperform the services and/or materials as necessary to cure the defect, and the Services Warranty for such task, service or work shall be extended for a period of one (1) year from the date the defect is cured.

(b) Provider shall perform its obligations hereunder in a manner that minimizes the variable operating costs and wear and tear on each Project and components, and shall use commercially reasonable efforts to minimize the frequency and duration of periods during which each Project (or any portion thereof) is not producing or selling energy to the Utility, to the extent attributable to the performance of the Services. When practicable, Provider shall schedule planned System outages so as to minimize lost production as a result of such outage, such as before 9:00 am and after 4:00 pm (eastern time) or on days of low insolation.

(c) Provider shall comply with the requirements of any ground lease, power purchase agreement, interconnection agreement, financing agreement, or any other document relating to each Project that have a direct relationship to the Provider’s Maintenance Services, copies of which Company shall provide to Provider.

2.03 Maintenance Report. Provider shall maintain an electronic database to document, track and manage Services activity. Within five (5) days following completion of any particular unplanned Services, Provider shall provide Company with the updated electronic maintenance log for each Project referencing such Services, which log shall include a description of the Services, recommendations for follow-up Services, if any, material and equipment costs, if any, and other information relevant to such Services or as reasonably requested by Company.

2.04 Monthly Reports. Throughout the Term, Provider shall furnish to Company, in Provider's then current standard format, monthly performance (including the items specified in Exhibit A), on or before the fifteenth (15th) day of the following month. Each Monthly Report shall include a summary of (i) operations; (ii) weather data, power and environmental attributes; (iii) Project performance; (iv) reports of any environmental or Project site disturbances; (v) ; (vii)

2.05 Title. Title to all items, parts, materials and equipment supplied under or pursuant to this Agreement to Company shall transfer to Company upon the earlier to occur of (i) payment by Company to Provider for such items, parts, material and equipment, or (ii) installation of such items, parts, materials and equipment into the applicable Project. Notwithstanding such transfer of title, risk of loss with respect to all items, parts, materials and equipment supplied under or pursuant to this Agreement to Company shall not transfer to Company until such items, parts, materials and equipment have been installed or otherwise affixed permanently to each Project and accepted by the Company.

2.06 Insurance. Provider shall, at its sole cost and expense, procure and maintain or cause to be procured and maintained during the Term insurance substantially in the types and amounts listed in Exhibit D attached hereto covering the activities of its employees, subcontractors, and representatives in connection with this Agreement, provided that, if the same is not available at commercially reasonable rates and commercially reasonable terms, Provider may procure alternate types and amounts of insurance, subject to the reasonable, prior, written approval of Company.

2.07 Response Times.

(a) Provider shall designate personnel and establish procedures to deliver and receive notices of any (1) event occurring, or circumstances arising, at any Project site, or any adjoining property, that (a) poses actual, or imminent risk of (i) serious personal injury or (ii) material physical damage to each Project and (b) requiring, in the good faith determination of the Provider or Company, immediate preventative or remedial action (an "**Emergency**") and (2) material malfunction affecting the productivity or availability of each Project facility as determined by the Provider in accordance with the standard set forth in Section 2.02 above (a "**Material Malfunction**"). Such personnel shall be available at all times, twenty-four (24) hours per day, including weekends and holidays.

(b) Upon the earlier of the discovery or occurrence of an Emergency condition at the System, Provider shall, immediately, and in all cases within four (4) hours following discovery of any Emergency, promptly notify the designated contact agreed upon by the Parties listed in Exhibit E (the "Emergency Responder") that would perform the necessary repairs or

corrective action in an expeditious and safe manner and notify Company of the Emergency and such action.

(c) Provider shall notify Company with reasonable urgency, and in all cases within twenty-four (24) hours, upon discovering any unanticipated Material Malfunction in performance or availability of the System and shall offer Provider's recommendations to Company with respect to remedial, diagnostic, or other. Provider shall promptly, and in all cases within twenty-four (24) hours following the direct request by Company, notify the Emergency Responder to perform the necessary repairs or corrective action in an expeditious and safe manner. Provider shall promptly notify Company of such remedial or corrective action taken by Provider.

2.08 Environmental Matters. Provider acknowledges and agrees that it will not bring Hazardous Substances (as defined herein) to any Project site or if Provider determines such Hazardous Substances are necessary, Provider will notify Company prior to bringing any such Hazardous Substances to such Project site. To the extent Hazardous Substances brought to each Project site by Provider results, in contamination or deterioration of water or soil at a level greater than permissible levels established by any governmental authority having jurisdiction over such contamination, then Provider shall advise Company (and the applicable regulatory agency if required by applicable law) and, at Provider's sole cost and expense, promptly take any and all action necessary to clean up such contamination or deterioration if required by applicable law or as a condition to the issuance or continuing effectiveness of any permit which relates to each Project(s). "**Hazardous Substances**" means any material, substance or waste to which liability or standards of conduct can be imposed under any law related to protection, preservation or conservation of the environment and public or worker health and safety, including, but not limited to applicable state and local statutes, rules and regulation.

2.09 Subcontractors. Provider may engage Subcontractors for the purpose of performing or carrying out any of its obligations under this Agreement; *provided that* no such engagement shall relieve Provider of any of its obligations or liabilities under this Agreement, including without limitation those set forth in Article IV. As between Company and Provider, Provider shall be solely responsible for the acts, omissions or defaults of its Subcontractors and their agents, representatives and employees, including all persons engaged pursuant to this Section 2.09. Nothing in this Agreement shall be construed to impose on Company any obligation, liability or duty to a Subcontractor, or to create any contractual relationship between such Subcontractor and Company.

ARTICLE III **TERMINATION**

3.01 Termination For Cause.

(a) Company may terminate this Agreement in whole or in part upon the occurrence of any of the following:

(i) with respect to Provider, any of the following: the voluntary petition in bankruptcy or adjudication as bankrupt or insolvent; the filing of any petition or answer or giving consent to any petition for, or the entry of any order, judgment or decree

declaring, the reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency or debtor relief; becoming subject to the appointment of a trustee, receiver, conservator or liquidator; the admission of an inability to pay debts as they mature; the insolvency or pending insolvency, or suspension or pending suspension of operations; and assignment for the benefit of creditors (the foregoing, collectively, “*Insolvency*”);

(ii) Provider’s failure to timely perform its obligations hereunder, if such failure is not remedied within thirty (30) calendar days of written notice of such failure from Company to Provider; *provided that* if such failure has or can reasonably be expected to (a) cause the suspension or material reduction in Project operations for a period of more than ten (10) days, or (b) result in delaying a resumption of normal Project operation by more than ten (10) days, then in the case of either (a) or (b), Company may terminate this Agreement by written notice to Provider of such termination, effective as of the date set forth in such notice; and

(iii) a Force Majeure Event (as defined herein) which prevents Provider from providing a material part of the Maintenance Services for a continuous period of at least one hundred and eighty (180) calendar days and Company reasonably concludes such prevention is not reasonably likely to be remedied within a further period of one hundred and eighty (180) calendar days.

(b) Provider may terminate this Agreement in the event of any of the following (that is not caused by the negligent or willful acts or omissions of Provider):

(i) An event of Insolvency occurs with respect to Company; or

(ii) Company materially breaches any of its obligations under this Agreement which breach is not remedied within thirty (30) calendar days of written notice of such failure from Provider to Company.

3.02 Preservation of Rights. Termination of this Agreement shall not affect any rights or obligations as between the Parties which may have accrued prior to such termination or which expressly or by implication are intended to survive termination whether resulting from the event giving rise to termination or otherwise.

3.03 Obligations Following Termination. Upon receipt of a notice of termination of this Agreement for any reason, or, at Company’s request prior to the expiration of this Agreement, Provider shall use commercially reasonable efforts to assist Company in the transition of the Services and operation of each Project to another service provider. Within ten (10) business days after the termination or expiration of this Agreement, Provider shall deliver to (and shall, with effect from termination, hold in trust for and to the order of) Company all of each Project books, records and property in its possession or under its control, and all materials, supplies, consumables, manuals and any other items furnished to Provider by Company hereunder.

ARTICLE IV
LIABILITY; LIMITATION ON LIABILITY; INDEMNIFICATION

4.01 Liability; Limitation of Liability.

(a) Except as otherwise expressly provided in this Agreement, in no event will one Party be liable to the other Party under this Agreement for lost profits or for indirect, consequential, punitive, special or incidental damages arising in connection with this Agreement or the performance thereof.

(b) The limitation on liability in this Section 4.01 is not intended, nor shall it be deemed to, run to the benefit of any insurance company or in any way prejudice, alter, diminish, abridge or reduce, in any respect, the amount of proceeds of insurance otherwise payable to a Party under coverage required to be carried hereunder, it being the intent of the Parties that the full amount of insurance coverage bargained for be actually available notwithstanding any limitation of liability contained in this Agreement, if any. Neither Party assumes responsibility for the solvency of any insurer or the failure of any insurer to settle any claim.

(c) The maximum aggregate liability of Provider arising out of this Agreement shall not exceed, at any time, the aggregate amount of Maintenance Fees actually paid to the Provider over the prior twelve (12) month period; *provided, however*, the foregoing limitation on liability shall not apply to (i) amounts owed to third parties for which the Provider is obligated to indemnify a Company Indemnitee under this Agreement, (ii) any amounts recoverable by the Provider as an insurance payment, or (iii) liabilities arising out of Provider's fraud, gross negligence or willful misconduct.

4.02 Indemnification.

(a) By Company. Company shall indemnify, defend and hold harmless Provider, its officers, directors, employees, shareholders, affiliates and agents (each, a "***Provider Indemnitee***") from and against any and all claims, demands, suits, losses, liabilities, damages, obligations, payments, costs or expenses (including, without limitation, costs and expenses of any action, suit, proceeding, assessment, judgment, settlement or compromise relating thereto and reasonable attorneys' fees and reasonable disbursements in connection therewith) ("***Indemnifiable Losses***") for personal injury or property damage asserted by any person other than Company, Provider or the affiliates of either, but only to the extent such Indemnifiable Losses are directly attributable to the negligence, fraud or willful misconduct of Company, its affiliates or representatives.

(b) By Provider. Provider shall indemnify, defend and hold harmless Company, its officers, directors, employees, shareholders, affiliates and agents (each, a "***Company Indemnitee***") from and against any and all Indemnifiable Losses asserted by any person other than Provider, Company or the affiliates of either, but only to the extent such Indemnifiable Losses are directly attributable to the negligence, fraud or willful misconduct of Provider, its affiliates or representatives.

ARTICLE V
FORCE MAJEURE

5.01 If Provider is rendered wholly or in part unable to perform its obligations under this Agreement because of an event, condition or circumstance beyond the control of Provider which, by the exercise of due foresight Provider could not reasonably have been expected to avoid, and which by the exercise of due diligence Provider without fault attributable to it is unable to overcome, including, but not limited to, national or regional third party labor disputes, flood, earthquake, fire, lightning, epidemic, war, terrorism, riot, civil disturbance or act of god (the foregoing, collectively, a “*Force Majeure Event*”), Provider shall be excused from whatever performance is affected by the Force Majeure Event, *provided that*:

(a) Provider shall, as soon as is reasonably possible, and in no event more than five (5) business days, after the occurrence of the Force Majeure Event, give Company written notice describing the particulars of the occurrence;

(b) the suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure Event; and

(c) no obligation of Provider which arose before the occurrence causing the suspension of performance and which could and should have been fully performed before such occurrence shall be excused as a result of such occurrence.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES

6.01 Representations and Warranties of Company.

(a) Company is a political subdivision of the state of Florida.

(b) Company possesses all requisite power and authority to enter into and perform this Agreement and to carry out the transactions contemplated herein.

(c) Company’s execution, delivery and performance of this Agreement have been duly authorized and this Agreement has been duly executed and delivered and constitutes Company’s legal, valid and binding obligation, enforceable against Company in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency and other legal principles pertaining to creditor’s rights.

(d) Except as otherwise contemplated herein, no consent or approvals are required in connection with the execution, delivery and performance by Company of this Agreement.

(e) The execution, delivery and performance by Company of this Agreement will not (i) violate any applicable law applicable to Company, (ii) result in any breach of, or constitute any default under, any contractual obligation of Company or (iii) result in, or require, the imposition of any lien on any of the properties or revenues of Company.

(f) To Company's knowledge, there are no Hazardous Substances present on any Project site.

6.02 Representations and Warranties of Provider.

(a) Provider is a limited liability company duly organized and existing in good standing under the laws of the State of North Carolina.

(b) Provider possesses all requisite power and authority to enter into and perform this Agreement and to carry out the transactions contemplated herein.

(c) Provider's execution, delivery and performance of this Agreement have been duly authorized and this Agreement has been duly executed and delivered and constitutes Provider's legal, valid and binding obligation, enforceable against Provider in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency and other legal principles pertaining to creditor's rights.

(d) Except as otherwise contemplated herein, no consent or approvals are required in connection with the execution, delivery and performance by Provider of this Agreement.

(e) The execution, delivery and performance by Provider of this Agreement will not (i) violate any Applicable Law applicable to Provider, (ii) result in any breach of, or constitute any default under, any contractual obligation of Provider or (iii) result in, or require, the imposition of any lien on any of the properties or revenues of Provider.

(f) All permits necessary for the operation and maintenance of each Project, other than those required to be held by Company in order to perform the Services have been obtained and shall be maintained in effect throughout the term.

(g) Provider shall not bring, release, manufacture or store any Hazardous Substances on any Project site except as provided otherwise in Section 2.08.

(h) To Provider's knowledge, Provider's performance of the Services shall not infringe upon any intellectual property.

ARTICLE VII
MISCELLANEOUS

7.01 Independent Contractors. The Parties acknowledge that Provider shall perform its obligation under this Agreement and act at all times as an independent contractor and nothing in this Agreement shall be interpreted or applied so as to make the relationship of any of the Parties that of partners, joint ventures or anything other than independent contractors, and the Parties expressly disclaim any intention to create a partnership, joint venture, association or other such relationship. Neither Party is granted any right (except as expressly provided herein) on behalf of the other Party to assume or create any obligation or responsibility binding such other Party. None of Provider's employees, Subcontractors or any such Subcontractor's employees shall be or shall

be considered to be employees of Company. Provider shall be fully responsible for the payment of all wages, salaries, benefits and other compensation to its employees and all amounts due and owing to Subcontractors.

7.02 Notices. Any notice required or authorized to be given hereunder or any other communication provided for under the terms of this Agreement shall be in writing and shall be delivered personally or by reputable next business day express courier service addressed to the relevant party at the address stated below or at any other address notified by that party as its address for service. Any notice so given personally shall be deemed to have been served on delivery and any notice so given by express courier service shall be deemed to have been served the next business day after the same shall have been delivered to the relevant courier. The parties' addresses for notice and service are:

To Provider:

Hep-Petra O&M, LLC
11330 Vanstory Drive
Suite 101
Huntersville, NC 28070-0659
Attention: Jeremy Turner
Email: jturner@hep-petra.com

To Company:

City of Marianna
2898 Green Street
Marianna, FL 32446
850-482-4353

7.03 Dispute Resolution. In the event a dispute or controversy between the Parties arises under this Agreement, prior to the commencement of litigation by either Party, the Parties shall attempt to resolve the same through informal negotiation. If the dispute or controversy is not resolved through such efforts within fifteen (15) days, it shall be referred within five (5) business days after the conclusion of such fifteen (15) day period to a senior executive of each Party with authority to resolve the dispute. If the senior executives are unwilling or unable to resolve the dispute within the earlier of fifteen (15) days after their initial meeting or thirty (30) days after such referral to the senior executives, then either Party may submit the dispute to a court of competent jurisdiction for resolution or otherwise exercise any rights available to it at law or in equity. The prevailing Party in any legal proceeding related to this Agreement shall be entitled to payment of reasonable attorney's fees and expert costs. By agreeing to refer disputes to informal negotiation followed by referral to senior executives prior to litigation, as provided above, the Parties do not intend to deprive either Party of its right to seek temporary injunctive relief, including specific performance, pending the outcome of such informal dispute resolution efforts.

7.04 Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of North Carolina without giving effect to conflict of law principles as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.

7.05 Entire Agreement. This Agreement reflects the entire agreement with respect to the matters set forth herein and supersedes any prior agreements, commitments, drafts, communication, discussions and understandings, oral or written, with respect thereto.

7.06 Further Assurances. The Parties agree to do such further acts and things and execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the agreements contained herein in the matter contemplated hereby.

7.07 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Company; *provided*, that, for the avoidance of doubt, this Agreement may not be amended by electronic mail communications.

7.08 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

7.09 Assignment. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, without the need for consent from the Provider, (i) Company may upon written notice transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of such Company or to a successor entity in a merger or acquisition transaction, provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof and (ii) Company may assign its rights and obligations hereunder to an affiliate, or collaterally assign this Agreement to a financing partner or lender as security in connection with any tax equity or other financing transaction with respect to each Project. Provider shall furnish any documents, records, certificates, opinions and other information as reasonably requested by Company or its financing parties in connection with an assignment pursuant to this Section 7.09.

[Signature Page Follows]

IN WITNESS WHEREOF, Provider and Company have each duly executed this Agreement on the Effective Date.

COMPANY:

CITY OF MARIANNA

By: _____

Name:

Title: Authorized Person

PROVIDER:

HEP-PETRA O&M, LLC

By: _____

Name: Jeremy Turner

Title: SVP Operations

SCHEDULE 1

PROJECT

Name of Project	Project Name	Location of Project Site	Project Site Acres	Nameplate Capacity	PPA Net Energy Rate
Catalyst Solar Plant					
WWTP Solar and Sprayfield Solar Plants					

SCHEDULE 2

PRICE

Project	Price (\$/year)	Scope
WWTP Solar and Sprayfield Solar Plants	\$7,280 Fixed Price	Exhibit A
Catalyst Solar Plant	\$4,680 Fixed Price	Exhibit A

EXHIBIT A

MAINTENANCE SERVICES

During the term, Provider shall provide the services at the frequency indicated, in accordance with the terms and conditions of this Agreement (as set forth in further detail below). It is expected that Provider shall make every best effort to note items of concern outside the scope of scheduled visits; inspecting and assessing items that seem to be problematic even if not part of the scheduled visits and later discussing with the Company to seek remedy.

Item #	Service	Service Description	Frequency
1. Monitoring, Reporting, and Inventory			
1.1	Active Project Site Monitoring	Monitor generator inverters and meter output data for issues and alarms.	Daily
1.2	Annual Maintenance Plan	Provision of Annual Maintenance Plan, including baseline schedule for all maintenance services contemplated to occur in such year.	Annually
1.3	Annual Reporting	Provide annual maintenance/inspection reports for each Project for the preceding calendar year.	Annually
1.4	Incident and Maintenance Reporting	Provide written report (in .pdf format) on any event involving unplanned Services, personnel injury associated with each Project or material damage to each Project or any part thereof.	As needed after occurrence.
1.5	Spare Parts	Provide recommended list of spare parts to store, maintain, and replenish spare parts inventory at Company's expense. Inventory will be stored either on-site in an O&M storage structure or off-site at a centralized storage facility or warehouse.	As Needed
2. DC Systems			
2.1	Racking Inspection	Inspect all racking, racking mounts and conduits on racking for damage, corrosion, settling and stability	1 X per year

Item #	Service	Service Description	Frequency
2.2	Module Inspections	Visually inspect 25% sampling of modules for soiling, breakage, delamination, discoloring, hot spots (only via aerial thermal audits), rotating sample areas annually to achieve 100% inspection every 4 years. Inspections may be done either on the ground or via aerial visual analysis and aerial thermal imaging. If systemic issues are identified, notify Company and propose a corrective action plan to be implemented as needed.	1 X per year
2.3	Broken Module Replacement	Replace modules that have previously been identified as broken (within reason), or identified as broken at the time of inspection. The cost of replacement modules (either for immediate use or to replenish spare parts) will be paid for by the Company as needed. The procurement of replacement modules is conditional to Company approval.	As Needed
2.4	Wire Inspection	Visually inspect for proper wire management and any possible damage on exposed conductors.	1 X per year
2.5	Combiner Inspection	Electrical/mechanical inspection of combiners & disconnects. Visually inspect bonding bushings and grounding, check for wire damage especially at entrance/exit locations, terminal corrosion, any discoloration, and inspect fuses for proper functionality. Remove insects/pests debris from all enclosures.	1 X per year
2.6	Combiner Torque Inspection	Confirm and correct terminal torque settings for both sides of all fuse holders, grounded (negative) terminal bar, grounding bar, PV output circuit and DC Disconnects.	1 X per year
3. AC Systems			
3.1	Inverters	Perform annual inverter preventative maintenance work for all inverters per manufacturer's recommendations and manufacturer's warranty requirements.	Per Manufacturer's Recommendations and Manufacturer's Warranty Requirements

Item #	Service	Service Description	Frequency
3.2	Transformers	Visually inspect and clean all transformers per manufacturer recommendations, including but not limited to oil level measurement and clearing heat sink of debris.	1 X per year
3.3	AC Disconnect (if applicable)	Inspection of latches and seals on enclosure, verify proper operation of disconnect, visually inspect terminations and confirm and correct terminal torque settings. Check for signs of arcing.	1 X per year
4. DAS/SCADA Inspections			
4.1	General DAS Inspection	Perform monitoring system maintenance per manufacturer's specifications; verify orientation and attachment of pyranometers and module temperature sensors and MET station, and verify back up power supply functionality.	1 X per year
4.2	Pyranometer Inspection	Inspect cable quality, inspect cable glands, inspect mounting position, inspect cable, clean instrument, clean cable, inspect levelling, change instrument tilt in case tilt is out of specification, inspect mounting connection, inspect interior of dome for condensation.	All scheduled & unscheduled Project site visits
4.3	Pyranometer Calibration	Coordinate with Company to cause calibration of pyranometers per manufacturer's specifications.	Per manufacturer specifications
4.4	Data/Instrument Accuracy and Communications Verification	Test MET station sensors (GHI and POA pyranometers, ambient temperature, back-of-module, anemometer, Revenue Grade Meter (including current transducers), and inverter direct.	1 X per year
5. Testing			
5.1	IV Curve String Testing or Module Level Thermal Audits	100% IV Curve Testing on strings, or 100% Module Level Thermal Audits.	Provided at additional cost (recommended once a year)
5.2	Thermal Imaging	Thermal imaging of all: overcurrent protection devices (OCPD) and bolted electrical connections including terminations in combiners and all disconnects, inverters and transformers.	1 X per year

Item #	Service	Service Description	Frequency
5.4	Point-to-Point Testing	For 5% random sampling of combiner boxes, inspect grounding from modules & rack to combiners for wear, corrosion, and secure connections, and test the point-to-point resistance between modules, rack and EGC per NETA-ATS 2013 <u>Section 7.13</u> ; document location, measure resistance and record results. Investigate point-to-point resistance readings that exceed 0.5 ohms. Notify Company of any issues identified and propose a corrective action plan to be implemented as needed.	1 X per year

EXHIBIT C

WARRANTIES AND GUARANTIES

Warranties provided by the following manufacturers for the equipment comprising each Project:

Project	EPC	Modules	Inverters	Transformer Skid	Racking

EXHIBIT D

INSURANCE

1 Insurance Coverages. Provider shall purchase and maintain, at its own expense, with an insurer or insurers acceptable to Company, at least the following minimum coverages during the term of this Agreement, and, as provided herein, thereafter. If there is any conflict between this Exhibit D and the General Terms, this Exhibit D shall govern.

2 Workers' Compensation/Employer's Liability Insurance

2.1 Workers' compensation insurance (statutory limits complying with the laws of the state in which each Project is located) and employer's liability insurance with limits not less than:

\$1,000,000 bodily injury by accident (each accident),

\$1,000,000 bodily injury by disease (policy limit), and

\$1,000,000 bodily injury by disease (each employee)

2.2 Such policies shall contain a waiver of subrogation in favor of Company. Provider shall require each of its subcontractors and suppliers to purchase and maintain insurance coverage as provided in this Section 2.2, with the same waiver of subrogation by subcontractors and suppliers in favor of Company.

3 CGL Insurance

3.1 Commercial general liability ("CGL") insurance, written on an occurrence policy form at least as broad as ISO form CG 00 01 10 01 ("modified occurrence" and "claims-made" policy forms are not acceptable), providing coverage for bodily injury, property damage, personal injury and advertising injury, including premises-operations (including, without limitation, explosion, collapse and underground coverage) and products-completed operations coverage, with limits of not less than:

\$1,000,000 bodily injury and property damage per occurrence limit,

\$2,000,000 general aggregate limit (with a "per project" endorsement specifying each Project),

\$1,000,000 personal injury and advertising injury limit, and

\$2,000,000 products-completed operations aggregate limit, or limits carried, whichever are greater.

3.2 The CGL policy may have deductibles or self-insured retentions acceptable to Company but not more than \$50,000. The liability policy shall provide, without limitation, full separation of insureds, contractual liability coverage and broad form property damage coverage (including completed operations). XCU (explosion, collapse and underground) exclusions, if any, shall be deleted and fellow employee coverage shall be afforded. Provider agrees to maintain continuous coverage for the insurance required in this Section 3.2 in effect during the term of this Agreement and until all claims and suits arising out of the Maintenance Services and the Project are barred by the applicable statutes of limitations and repose. Provider shall require each subcontractor and supplier to purchase and

maintain insurance coverage as provided in this Section 3.2. Coverage shall remain in force through the expiration of the applicable Statute of Repose.

4 Auto Liability Insurance. Commercial or business automobile liability insurance, including, without limitation, liability arising out of “any auto” or all owned, non-owned, leased, and hired automobiles, trucks and trailers, or semi-trailers, including any machinery or apparatus attached thereto, with limits of not less than \$1,000,000 each accident, or limits carried, whichever are greater, with deductibles or self-insured retentions acceptable to Company but not more than \$50,000. The commercial automobile liability insurance shall include, without limitation, contractual liability coverage and additional insured status for Company. Provider waives all rights against Company for recovery of loss, injury and/or damages to the extent such loss, injury and/or damages are covered by the commercial automobile liability insurance maintained by Provider. Provider shall require each subcontractor and supplier to purchase and maintain insurance coverage (with limits not less than \$1,000,000 each accident, or limits carried, whichever are greater) and provide the same waiver of rights, as provided in this Section 4. Company, Company’s lenders, and other persons or entities requested by Company in writing will be named as an additional insured.

5 Umbrella Excess Liability Insurance. Umbrella or follow form excess liability insurance, written on an occurrence policy form (“modified occurrence” and “claims made” forms are not acceptable), at least as broad as the primary CGL insurance, with limits of liability of not less than \$5,000,000 per occurrence/annual aggregate, or limits carried, whichever are greater, in excess of the limits of the employer’s liability, CGL and auto liability policies required in Sections 2, 3, and 4, above, and with respect to the CGL insurance, for the same duration as required in B. Provider shall require each subcontractor conducting demolition, site excavation, concrete, masonry, structural steel and roofing operations to purchase and maintain insurance coverage as provided in this Section 5, except that the limits of liability shall be not less than \$5,000,000 per occurrence/annual aggregate, or limits carried, whichever are greater.

6 Professional Liability Insurance. Where professional liability insurance is required by this Agreement, such insurance shall include full prior acts coverage (or a retroactive date no later than the date of commencement of the Maintenance Services) and shall have limits of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, or limits carried, whichever are greater, with deductibles or self-insured retentions acceptable to Company but not more than \$50,000. Such insurance shall include, without limitation, contractual liability coverage to the maximum extent possible for the indemnifications contained in this Agreement. This insurance shall be maintained by Provider continuously in effect during the Term of the Agreement and until all claims and suits arising out of the Maintenance Services and the Project are barred by the applicable statutes of limitations and repose. Any material change in limits, coverages or loss of aggregate limit due to outstanding claims must be reported to Company within thirty (30) days of any such events.

7 Additional Insured Endorsements. Company, Company’s lender(s), the developer(s), and such other persons and entities as may from time to time be designated by Company in writing, shall be named as additional insureds under the CGL and umbrella/follow form excess insurance required above by issuance of ISO form CG 20 10 11 85 or ISO form CG 20 26 11 85 or both ISO form CG 20 10 10 01 and CG 20 37 10 01 additional insured endorsements, or equivalents acceptable to Company, all as directed by Company.

7.1 The additional insured endorsements must provide coverage arising out of both ongoing and completed operations. The endorsements must specify Provider as the named insured and must include the policy number and expiration date.

7.2 The coverage provided to the additional insureds must be at least as broad as that provided to Provider and may not contain any additional exclusionary language or limitations applicable to the additional insureds.

7.3 Provider shall maintain such additional insured status for the referenced parties on the CGL and umbrella/follow form excess liability policies continuously during the term of this Agreement and until all claims and suits arising out of the Maintenance Services and each Project are barred by the applicable statutes of limitations and repose.

8 Primary Coverage

8.1 General liability and automobile liability policies maintained by Provider shall be primary coverage, and any coverage maintained by or available to Company shall be excess and non-contributory.

8.2 The additional insured endorsements shall contain a primary insurance clause reflective of “The insurance provided to the additional insured by this endorsement is excess over any valid and collectible “other insurance” or self-insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the “written contract requiring insurance” specifically requires that this insurance apply on a primary and non-contributory basis, this insurance is primary to “other insurance” available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that “other insurance” or self-insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible “other insurance” or self-insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such “other insurance” or self-insurance.”

9 Certificates of Insurance and Other Insurance Documents

9.1 Prior to commencing the Maintenance Services, Provider shall deliver to Company the endorsements and waivers of subrogation referred to in this Exhibit D, as well as certificates of insurance (form Acord 25-S (7/97 or later)) evidencing the coverages referred to in this Exhibit D. Each insurer’s NAIC number must be listed on the certificate. Upon Company’s request, prior to commencing the Maintenance Services, Provider shall deliver to Company a true and correct copy of all of the insurance policies and other insurance documents required by this Exhibit D.

9.2 All policies, endorsements and certificates are subject to Company’s review and approval.

9.3 In the case of policies expiring while Maintenance Services is in progress, a renewal certificate with all applicable endorsements must be received at the business office of Company prior to the expiration of the existing policy or policies. Permitting Provider to start Maintenance Services, continue Maintenance Services, or releasing any progress payment prior to or without compliance with any of these requirements shall not constitute a waiver of, or estoppel to assert, any such requirement.

9.4 If at any time Provider’s insurance fails to meet the requirements stated herein, all payments may be held until the non-compliance has been corrected to Company’s satisfaction.

9.5 Each certificate and endorsement must be executed by an authorized agent of the respective insurers. All certificates of insurance must provide (and the policies shall be endorsed to provide) Company with sixty (60) days advance written notice of cancellation (thirty (30) days in the event of cancellation for non-payment of premium).

10 Insurer Ratings. All insurance referred to in this Exhibit D to be carried by Provider shall be maintained by Provider at its sole expense, with insurance carriers qualified to do business in the state in which each Project is located and maintaining a rating of not less than A:X from A.M. Best & Co., unless Company, in writing, in its sole discretion, accepts a lower Best’s rating.

11 Cancellation, Non-Renewal, Impairment. Provider shall immediately notify Company in writing upon receipt by Provider, or its insurance broker or agent, of any notice of cancellation, non-renewal or rescission of any policy required to be maintained by Provider pursuant to this Exhibit D. In addition, Provider shall immediately notify Company in writing in the event the payment of any claim(s), or the establishment of any reserve(s), results in impairment of fifty percent (50%) or more of the aggregate limits of the primary CGL or umbrella/follow form excess liability policies required to be maintained by Provider pursuant to this Exhibit D.

12 Provider Failure To Secure or Maintain Insurance. In the event Provider fails to secure or maintain any policy of insurance required hereby, Company at its sole discretion and election, may (i) secure such policy of insurance in the name of and for the account of Provider and in such event, Provider shall reimburse Company upon demand for the cost thereof; or (ii) terminate this Agreement, and Company shall retain all remedies hereunder for breach of this Agreement. Company shall have the right to offset the costs of any such insurance, including but not limited to premiums, against any sums payable to Provider under this Agreement or otherwise.

13 No Limitation. None of the requirements contained herein as to types, limits and acceptability of insurance coverage to be maintained by Provider are intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Provider under this Agreement or at law, including, without limitation, Provider's indemnification obligations and liability in excess of the limits of the coverages required herein. Neither receipt of certificates, endorsements or policies showing less or different coverage than requested, nor any other forbearance or omission by Company, shall be deemed a waiver of, or estoppel to assert, any right or obligation regarding the insurance requirements herein. None of the requirements contained herein shall relieve Provider, or its subcontractors of any tier, of their respective obligations to exercise due care in the performance of their duties in connection with the Maintenance Services or to complete the Maintenance Services in strict compliance with the PPA. Insurance coverage limits included in this contract in no way serve as a limitation of Provider's insurance carrier(s)' legal liability.

14 Deductibles and Self-Insured Retentions. Provider shall be solely responsible to pay any amount that lies within the deductible(s) or self-insured retention(s) of Provider's policies, regardless of the amount of the deductible(s) or self-insured retention(s) and regardless of the cause of the loss or damage.

15 Exclusions. The insurance policies required of and maintained by Provider pursuant to this Agreement may not contain any exclusion or limitation for claims or suits by one insured against another insured, nor any exclusion applicable to liabilities arising from blasting, subsidence or earth movement, or for any type of Maintenance Services to which this Agreement applies.

16 Builders All Risk Insurance. Provider agrees and acknowledges as follows:

16.1 Risk of Loss

16.1.1 Provider and each of its subcontractors, consultants and suppliers shall have the risk of loss as to all materials, supplies, equipment and/or fixtures until such time as such materials, supplies, equipment and/or fixtures have been installed or otherwise affixed permanently to each Project and accepted by Company. Company shall not be liable for loss or damage to, or theft of, any materials, supplies, equipment and/or fixtures prior to such time, whether such materials, supplies, equipment and/or fixtures are off the site, in transit, on the site, under the control of Company or otherwise. Company, at Company's sole discretion, may elect to purchase Builders Risk coverage for each Project. Provider is responsible for any deductible expense incurred under this policy.

16.1.2 Where or when applicable, Provider shall provide Builder's Risk Insurance for the benefit of Company, Financing Parties (if any), Provider, and its subcontractors as their interest may appear performing work at each Project site. Such coverage shall provide the Company additional or

additional named insured status (as the case may be) and be a loss payee to as its interests may appear (which shall not be less than the amount of any payments made to Provider prior to any loss), and shall be in an amount equal to the full contract value of each Project as well as delay in startup coverage in an amount of not less than twelve (12) months of gross revenues minus non-continuing expenses and contingent delay in startup providing coverage for not less than one hundred and eighty (180) days. Company shall be the only insured (except as otherwise designated by it) for such delay in startup and contingent delay in startup insurance and such amounts insured for delay in startup or contingent delay in startup shall not in any way relieve Provider of any obligations to make payments to the Company in the form of liquidated damages or otherwise. Coverage shall be provided on an all-risks basis and include but not be limited to coverage against perils typically insured against for similar projects, including damage or loss caused by earth movement, flood, windstorm (each with sub-limits and deductibles approved by the Company but not less than limits equal to fifty (50%) of the contract value of each Project and deductibles of not more than \$100,000 per occurrence), functional and acceptance testing, fire and including mechanical breakdown and electrical malfunction, and resultant damage due to error in design, defect in materials or faulty workmanship. Such coverage shall include (or be endorsed to include) non-vitiating / non- invalidation clause such that acts or a failure to act of one insured party (including a breach of policy terms and conditions) shall not serve to void or reduce coverage for any other insureds under the policy that did not commit such act or failure to act. Provider shall obtain a waiver by the insurer of all subrogation rights against all insured parties, as allowed by law. Policy deductible amounts shall be based on a “per occurrence” basis not to exceed \$100,000 and shall be for the account of Provider. Provider shall be responsible for all deductibles under the builder’s risk policy regardless which entity purchases the coverage. All coverage requirements illustrated above are also required of any Company-Purchased Builders Risk. Company will name Provider and Provider’s Subcontractors as Additional Insureds in accordance to their respective interest.

16.1.3 Where or when applicable, Provider or Company shall be required to provide Transit Insurance, on a stand-alone basis or as part of the Builders Risk policy, covering any and all Provider provided Materials and equipment intended to form a part of each Project while they are in transit within the United States, including intermediate storage. Coverage shall attach at the commencement of loading and continue until the completion of offloading at each Project site and shall be written with a policy limit not less than the value of the largest single cargo shipment. Policy deductible amounts shall be based on a “per occurrence” basis not to exceed \$50,000 and shall payable by the Provider. If loss or damage to a shipment of Project equipment could delay completion of each Project by Provider by more than thirty (30) days, said Transit coverage shall include coverage for delay in startup coverage in an amount that is acceptable to Company in light of the potential delay risk. Company shall be the only insured (except as otherwise designated by it) for such delay in startup and such amounts insured for delay in startup shall not in any way relieve Provider of any obligations to make payments to the Company in the form of liquidated damages or otherwise. Such coverage shall include (or be endorsed to include) non-vitiating / non- invalidation clause such that acts or a failure to act of one insured party (including a breach of policy terms and conditions) shall not serve to void or reduce coverage for any other insureds under the policy that did not commit such act or failure to act. To the extent shipments of any Project equipment originate outside of the United States, the Provider shall ensure that suppliers of such equipment shall be required to maintain ocean marine transit insurance in an amount of not less than 110% of the cost, insurance and freight of the largest single cargo shipment and that such coverage shall begin at the commencement of loading at the warehouse or factory of such supplier and continue in full force and effect until the later of arrival in the United States or Transit Insurance required to be maintained by the Provider or Company takes effect.

16.2 Personal Property. Provider and each of its subcontractors and suppliers shall be solely responsible for any loss or damage to its or their personal property and that of their employees and workers, including, without limitation, property or materials created or provided pursuant to this Agreement, any subcontract or otherwise, its or their tools, equipment, clothing, fencing, forms, mobile construction equipment, scaffolding, automobiles, trucks, trailers or semi-trailers including any machinery or apparatus attached thereto, temporary structures and uninstalled materials, whether owned, used, leased, hired or rented by Provider or any subcontractor, consultant or supplier or employee or worker (collectively, "Personal Property"). Provider and its subcontractors, consultants and suppliers, at its or their option and own expense, may purchase and maintain insurance for such Personal Property and any deductible or self-insured retention in relation thereto shall be its or their sole responsibility. Any such insurance shall be Provider's and the subcontractors', suppliers' and employees' and workers' sole source of recovery in the event of loss or damage to its or their Personal Property. Any such insurance purchased and maintained by Provider and any subcontractor, consultant or supplier shall include a waiver of subrogation as to Company. Provider waives all rights of recovery, whether under subrogation or otherwise, against all such parties for loss or damage covered by Provider's property insurance. Provider shall require the same waivers from all subcontractors and suppliers and from the insurers issuing property insurance policies relating to the Maintenance Services or each Project purchased and maintained by all subcontractors and suppliers. The waivers of subrogation referred to in this Section 17 shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property which is the subject of the loss or damage.

17 Theft, Damage or Destruction of the Maintenance Services. In the event of theft, damage or destruction of the Maintenance Services, Provider will resupply or rebuild its Maintenance Services without additional compensation and will look to its own resources or insurance coverages to pay for such resupply or rebuilding. Provider will promptly perform, resupply or rebuild, regardless of the pendency of any claim by Provider against any other party, including Company, that such party is liable for damages, theft or destruction of Provider's Maintenance Services. This Section 18 shall apply except to the extent that the cost of resupply or rebuilding is paid by Company's builder's risk insurance; in such event, Company waives (to the fullest extent permitted by the builder's risk policy) all rights of subrogation against Provider and each of its subcontractors to the extent of such payment by Company's builder's risk insurer.

18 Inclusion of This Exhibit In Bid Packages. Provider shall furnish each bidding and negotiating subcontractor and supplier a copy of this Exhibit D, and shall make the same requirement of all with respect to their subcontracting or procurement procedures with the understanding that only subcontractors performing design work are required to maintain Professional Liability insurance.

19 Provider's Further Insurance. Any type of insurance or any increase of its limits of liability not described above which Provider requires for its protection, or on account of law or regulation, shall be its sole responsibility and at its sole expense.

20 Waivers of Subrogation. With respect to any insurance Provider is required to maintain pursuant to this Agreement, or does maintain, for this Project, including but not limited to that set forth herein, Provider warrants that Provider has the right to waive any and all rights of subrogation which Provider's insurance carriers might have or claim against Company arising out of the Maintenance Services and/or each Project. Provider hereby waives all such present and future rights of subrogation and agrees, to the fullest extent permitted by law, to defend and indemnify Company from all such subrogation claims. Provider shall require such waivers of its subcontractors and suppliers. Provider's and its subcontractors' and suppliers' policies shall provide such waivers by endorsements acceptable to Company.