

## SYSTEM PURCHASE & INSTALLATION AGREEMENT

This System Purchase and Installation Agreement (“**Agreement**”) is entered into as of \_\_\_\_\_, (the “**Effective Date**”), by and between Town of Brookline, MA, a municipality with an address of 333 Washington St

Brookline, MA 02445 (“**Customer**”), and Solect Energy Development LLC, (“**Solect**” or “**Provider**”) a Limited Liability Company located in Hopkinton, Massachusetts (together, the “**Parties**”).

WHEREAS, Customer is a member of the PowerOptions Program organized by PowerOptions, Inc. (“**PowerOptions**”), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists members of its program with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement dated as of April 1, 2022, as amended, governing the terms and conditions of Provider’s participation in the PowerOptions Solar Power Project and Energy Storage System Program;

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

### BACKGROUND INFORMATION

<b>Project Developer:</b> Solect Energy Development LLC 89 Hayden Rowe Street Hopkinton, MA 01748	<b>Customer:</b> Town of Brookline, MA 333 Washington St Brookline, MA 02445
<b>Official Contact:</b> James R. Dumas, CFO Telephone: Office: 508-598-3511 Facsimile: 774-759-3027 E-mail: <a href="mailto:jdumas@solect.com">jdumas@solect.com</a> ; <a href="mailto:legal@solect.com">legal@solect.com</a>	Charles Carey, Town Administrator (617) 730-2000 <a href="mailto:ccarey@brooklinema.gov">ccarey@brooklinema.gov</a>

### AGREEMENT:

Customer agrees to engage Solect to design, install and commission the solar electric System described in the Bill of Materials attached hereto as Attachment A (“**Bill of Materials**”) and the Statement of Work and attached hereto as Attachment B (“**Statement of Work**”).

**Installation Site:** 725 Washington Street, Brookline, MA 02446 (the “**Site**” or “**Installation Site**”)

**PV Unit Pricing:** Per Installed Peak Watt Direct Current (i.e. \$ 2.61 /Wp DC)

Unit pricing valid through **8/1/2025**

#### Item “System” Description

- 1.0 One 132kWp DC roof-mounted, grid-connected, solar electric installation (the “**System**”) to be connected to Customer’s existing electric service. The description of the System shall include all references to the System on the site plan, interconnect application, one-line diagram, structural affidavit, and sample utility certificate of completion, all of which documents are incorporated herein by reference and made a part hereof. See Attachments for more detail.

“**Contract Price**” shall mean \_\_\_\_\_. Structural conditions are currently unknown, and therefore the final ballast design has not yet been completed. As a result, final pricing related to structural—potentially including the cost of attachments—remains to be determined based on the forthcoming ballast plan. This price is subject to change following Solect’s completion of a ballast plan, site review and structural assessment.

**Payment Overview:** The Contract Price shall be paid in multiple installments on a completed milestone basis as described and in the amounts set forth in the Milestone Payment Schedule (“**Milestone Payment Schedule**”) attached hereto as Attachment C (each milestone payment thereunder a “**Payment Milestone**”).

**[Interconnection Contingency:** This agreement is contingent upon Customer receiving an “approval to construct” authorization from the local utility. In no event shall Customer be required to incur expenses in addition to the Contract Price (as may be adjusted) in excess of **[\$35,000]** as a result of the interconnection services agreement.]

**[Structural Contingency:** This agreement is contingent upon Customer’s roof structure meeting the specification

requirements set by the authority having jurisdiction (AHJ). In no event shall Customer be required to incur expenses in addition to the Contract Price (as may be adjusted) in excess of **[\$ 40,000 ]** to upgrade the Customer's roof structure in order to meet the specification requirements set by the AHJ.]

[In the event any of the above contingencies has not been satisfied by the issuance of the Notice to Proceed, either Party may terminate this Agreement following delivery of written notice thereof to the other Party, in which event Solect shall be owed (and entitled to retain) the Payment Milestone described as payment 1a in the Milestone Payment Schedule. Payment of such milestone payment and any other reimbursable expenses previously authorized by the Customer in writing shall be the sole liability of the Customer to Solect in connection with such a termination event and the parties will be relieved of their contractual obligations hereunder.]

## **PURCHASE INFORMATION ATTACHMENTS**

### **Attachment    Description**

A	Bill of Materials	Each of Attachments A through F is hereby incorporated by referenced into and made a part of this Agreement. All prior agreements, proposals, bid responses, negotiations or representations in connection with the substance of this Agreement and not expressly attached hereto are no force and effect. This System Purchase and Installation Agreement and all attachments hereto shall constitute a binding and enforceable contract between Solect and Customer.
B	Statement of Work	
C	Invoicing & Payment	
D	Terms and Conditions	
E	Standard Warranty	
F	Insurance	

**IN WITNESS WHEREOF**, Solect and an authorized representative of Customer have entered into and agree to be bound by the terms and conditions of this Agreement as of the Effective Date.

<b>SOLECT:</b>	<b>CUSTOMER:</b>
SOLECT ENERGY DEVELOPMENT LLC	Town of Brookline, MA
By: _____	By: _____
Name: James R. Dumas	Name: Charles Carey
Title: CFO	Title: Town Administrator
Date Signed: _____	Date Signed: _____

**ATTACHMENT “A”**  
**SYSTEM PURCHASE & INSTALLATION AGREEMENT**  
**BILL OF MATERIALS**

This Bill of Materials is for the **System** to be installed at 725 Washington Street, Brookline, MA 02446

<u>Item</u>	<u>Description</u>
1.0	<b>Solar Power Generation</b>
1.1	Solar Panels ([272 ] Wp DC of <b>Hanwha Q.Cells</b> or equivalent)
2.0	<b>Structural Components</b>
2.1	Solar Panel Supports
2.2	Solar Panel Mounting Hardware ( <b>Unirac</b> or equivalent)
3.0	<b>DC Components</b>
3.1	DC Wiring
3.2	Conduit for DC wiring
3.3	Junction and Combiner Boxes
3.4	DC Disconnects (may be integral part of Combiner Boxes)
4.0	<b>AC Components</b>
4.1	DC→AC Inverters ( <b>SolarEdge</b> or equivalent)
4.2	AC Wiring
4.3	Conduit for AC Wiring
4.4	AC Disconnect(s)
4.5	Power Panel Upgrade ( <b>IF APPLICABLE</b> )
4.6	Demand Meter ( <b>IF APPLICABLE</b> )
5.0	<b>Production Monitoring</b>
5.1	Web-enabled remote monitoring on DC side
5.2	Web-enabled remote monitoring via revenue-grade (± 2.0%) production meter on AC side

**Notes:**

- Quantities not specified in this Bill of Materials will be specified by Solect in the Design Submittal to the Customer.
- Equipment shall be the brands and models specified herein, and/or as set forth in the Design Submittal, or equivalent quality as determined by Solect.
- Solect has included “system-level” remote monitoring in the Contract Price
- All equipment shall be new.
- The PV System size may be adjusted up to ± 10% by mutual written agreement of the Customer and Solect, with the unit price remaining at \$ 2.61 /Wp DC

- END OF ATTACHMENT “A”

## ATTACHMENT "B"

### SYSTEM PURCHASE & INSTALLATION AGREEMENT

#### STATEMENT OF WORK

<u>Item</u>	<u>Description</u>	<u>Responsible Party</u>
1.0	<b>Design Phase</b>	
1.1	Initial Installation Site Inspection, size the System and specify equipment	Solect
1.2	Prepare and submit Letter of Intent to Customer	Solect
1.3	Sign Letter of Intent, if applicable	Solect & Customer
1.4	Design the System	Solect
1.5	Work with electrical engineer, structural engineer and others on design specifics	Solect
1.6	Prepare engineering and installation drawings for Design Submittal	Solect
1.7	Provide Design Submittal to Customer	Solect/Customer
1.8	Review and approve Design Submittal (triggers Commencement Date)	Customer
1.9	Prepare submittal packages (local permitting, utility application, state RPS qualification app)	Solect
1.10	Prepare and submit System Purchase & Installation Agreement to Customer	Solect
1.11	Sign System Purchase & Installation Agreement	Solect & Customer
1.12	Customer to issue Notice To Proceed (NTP)	Customer
2.0	<b>Pre-Installation Phase</b>	
2.1	Prepare project schedule	Solect
2.2	Prepare Project Deliverables for sub-contractors (as required)	Solect
2.3	Jobsite walk-through with subcontractor partners	Solect
2.4	Ensure that local permitting is in order	Solect
2.5	Validate Internet TCP/IP connection for data acquisition	Solect
2.6	Order & Procurement of mounting hardware	Solect
2.7	Order & Procurement of solar panels	Solect
2.8	Order & Procurement of the DC-to-AC inverters	Solect
2.9	Order Balance-of-System hardware (electrical cabling and conduit, combiners, disconnects, power panel upgrades, and monitoring system)	Solect
3.0	<b>Installation Phase</b>	
3.1	Make staging/lay-down area and storage available at Site	Customer
3.2	Arrange for Delivery of Mounting Hardware, Panels, and Inverters	Solect
3.3	Receive and check system equipment	Solect
3.4	Install the mounting structure	Solect
3.5	Install all solar PV panels	Solect
3.6	Install inverters and all balance-of-system components	Solect
3.7	Make all electrical connections	Solect
3.8	Remove all debris, installation equipment, tools and surplus materials from jobsite	Solect
4.0	<b>Commissioning Phase</b>	
4.1	Inspect, startup and test the System	Solect
4.2	Secure final permit inspection approval(s) from Authority Having Jurisdiction (AHJ)	Solect
4.3	Provide Substantial Completion Notice to Customer	Solect
4.4	Install & Establish Remote Monitoring Capability	Solect
4.5	Commission the System	Solect
4.6	Provide Commissioning Notice to Customer (triggers Commission Date and warranties)	Solect
4.7	Provide Customer with System related Manuals & Warranty Information	Solect
4.8	Provide Customer with Operations & Maintenance (O&M) related training	Solect
5.0	<b>Operational Phase</b>	
5.1	Maintain Internet connection for remote System monitoring	Customer
5.2	Inspect solar panels after one year and all O&M manual system inspections	Solect
5.3	Remotely monitor System status & measure performance for first year of operation	Solect

#### Definitions and Notes

- "Commencement Date" shall be the date that the Design Submittal is approved by Customer.
- "Design Submittal" shall mean a System design layout and single line drawing sufficient for submittal to local permitting authorities.
- "Substantial Completion Date" shall be the date that all major equipment of the System has been installed, tested and Solect has received the final permit inspection approval(s) from Authority Having Jurisdiction. Solect shall provide Customer with a written Substantial Completion Notice.
- "Commissioning Date" shall be the date that the System is connected to, and operational on, the applicable utility company's electrical power grid following notice received by Solect from said utility company of its approval to interconnect the system to such grid. The Commissioning Notice shall confirm that Solect has tested the System and has confirmed the System meets the requirements and specifications outlined in this Agreement.
- The Warranty Period shall be for the period set forth in Exhibit E hereto.
- The sequence of Items within this Statement of Work is indicative only; some work Items may occur either concurrently or out of this sequence.

**ATTACHMENT "B"**  
**SYSTEM PURCHASE & INSTALLATION AGREEMENT**  
**STATEMENT OF WORK (continued ...)**

**EXCLUDED ITEMS**

- A. Any requisite electric utility expenses including, but not limited to: application fees beyond interconnection application fee; impact study fees; network upgrades and associated equipment; or equipment, conduit and wiring beyond the point the System is connected to the Customer's electrical intertie (the "Interconnection Point").
- B. Design and installation charges required by Customer's utility company for interconnection or upgrade on the utility side of the Customer's electric service meter(s); and requirements by permitting government agencies or authorities costing Solect more than three-thousand dollars (\$3,000) total, including those resulting from jobsite inspections.
- C. Costs associated with implementing corrections to any existing, non-System-related code violation, as requested by the local Authority Having Jurisdiction (AHJ) and/or state inspectors.
- D. Any applicable taxes; any payment or performance bonds; and any public or permit fees for crane parking, traffic control, and/or street obstruction associated with the installation and testing of the System.
- E. Overtime pay, special holiday schedule premiums, and shift work premiums requested by Customer and authorized in writing by Solect.
- F. Modifications to any existing structure and support members of the Customer's facility including installation of walls, doors, windows and protective barriers; or relocation of any existing equipment.
- G. Repair or modification to existing roof; installation of special mechanical fasteners if local jurisdictions require special seismic installations/modifications, with the exception of small roof penetrations for electrical conduit if required; and installation of slip sheet membrane. The Contract Price assumes that the existing roof is fully compatible "as is" with respect to installing the solar panels and their associated support hardware. If Customer has delivered copies of the Customer's Installation Site roof warranty as of the Effective Date, Solect shall install the System in a manner consistent with the roof warranty.
- H. Temporary power and lighting for the Customer on the installation jobsite.
- I. Removal and disposal of any existing hazardous waste materials from the installation jobsite.
- J. Any costs associated with permitting requirements above the normal building and electrical permit fees; Contract Price includes a permit fee allowance of actual cost, up to \$3,000.00.
- K. Any fees and expenses associated with applying for requisite zoning changes and/or zoning exceptions.
- L. Any architectural fees and any other expenses related to requests of the Customer for work that is outside of the scope of the Statement of Work.

**CLARIFICATIONS**

- A. Prior to the Commencement Date, Solect shall visually inspect the Installation Site, and determine where apparent, whether any conditions outlined in exclusions A-L above, exist that could cause Customer to incur costs over and above the Contract Price. If any such conditions were identified, Solect shall inform Customer of such in writing and shall outline the costs associated therewith (to the extent known). If such additional costs exceed [\$75,000\_\_], Customer shall not be required to incur such additional costs and shall have the option to terminate this Agreement. In such event, either Party may terminate this Agreement following delivery of written notice thereof to the other Party, in which event Solect shall be owed (and entitled to retain) the Payment Milestone described as payment 1a in the Milestone Payment Schedule attached hereto as Attachment C. Payment of such milestone payment and any other reimbursable expenses previously authorized by the Customer in writing shall be the sole liability of the Customer to Solect in connection with such a termination event and the parties will be relieved of their contractual obligations hereunder.
- B. Solect assumes that the electric utility's equipment and infrastructure up to the Customer's main service meter(s) is adequate to handle the solar-generated electric power produced by the System.
- C. Solect's quoted price does not accommodate unforeseen charges that the Customer's electric utility provider may require for work performed on the utility's side of the Customer's main service meter(s). While it is a rare situation that any such costs should be required for such a System, it cannot be known prior to the utility's evaluation of the interconnection application.

**- END OF ATTACHMENT "B"**

**ATTACHMENT “C”**  
**SYSTEM PURCHASE & INSTALLATION AGREEMENT**  
**MILESTONE PAYMENT SCHEDULE**

Payment Number	Payment Milestone	Tasks completed prior to payment	% of Contract Price	Contract Price
1a	Design Phase	Statement of Work Items 1.1 through 1.11	5%	\$17,157.75
1b	Signed contract and Notice to Proceed	Statement of Work Items 1.12 through 2.9	15%	\$51,473.25
2	Panels & mounting hardware delivery	Statement of Work Items 3.1 through 3.3	50%	\$171,577.50
3	Mounting Hardware & Panel Installation	Statement of Work Items 3.4 through 3.5	15%	\$51,473.25
4	Electrical and Balance of System Installation	Statement of Work Items 3.6 through 3.8	10%	\$34,315.50
5	Final AHJ (Authority Having Jurisdiction) approval and PTO	Statement of Work Items 4.1 through 4.8	5%	\$17,157.75
<b>Total</b>			<b>100%</b>	<b><u>-\$343,155</u></b>

**Terms of Payment**

- Structural conditions are currently unknown, and therefore the final ballast design has not yet been completed. Additionally, there has yet to be inspection and confirmation of the electrical infrastructure and roof – all of which will be completed prior to determining final pricing. As a result, the table above is subject to change.
- Payment of all invoices shall be due within [20] business days of receipt of the invoice and Solect may choose to delay commencement of the subsequent Statement of Work Item Number(s) until receipt of payment.
- Interest of one percent per month (1.0%/month) will be assessed on all past due invoices.
- Solect has the right to cease work as a result of any unpaid invoice in arrears.
- The above payment schedule shall be referred to as the “**Schedule of Values**” under the Agreement, and is subject to change as a result of any change orders executed by the Parties.

**- END OF ATTACHMENT “C”**



**ATTACHMENT "D"**  
**SYSTEM PURCHASE & INSTALLATION AGREEMENT**  
**TERMS AND CONDITIONS**

**Section 1. Duties for Performance of the Project.**

- a) **Engagement.** Subject to the terms and conditions set forth in this Agreement, (i) Customer hereby retains and engages Solect Energy Development LLC (Solect), to construct and install the System, as defined in the Bill of Materials (Attachment A) at the Installation Site, and to provide the services set forth in the Statement of Work (Attachment B), the Milestone Payment Schedule (Attachment C), and these Terms and Conditions (hereafter collectively the "**Project**"), and (ii) Solect hereby accepts such engagement.
- b) **Scope of the Project.** Solect will furnish and pay for all materials, labor, installation, transportation and storage of all materials and equipment to construct and install the System at the Installation Site, unless otherwise specified. This shall include, but may not be limited to, all tasks/activities related to the construction and installation of the System for which Solect is identified as the "Responsible Party" in Attachment B hereto.
- c) **Change Orders.** Any changes to the scope of the Project shall be made pursuant to Solect's standard written change order form, prepared by Solect and approved and signed by both parties. All signed change orders will become a part of this Agreement as if set forth herein in full (each such change order, a "**Change Order**"). Any adjustments to the Contract Price and/or the Milestone Payment Schedule will be specified in the change order form.
- 1.1 In addition to the Change Orders described in Section 1.2, either Party may request changes in the Work within the scope of this Agreement consisting of additions, deletions, or other revisions to the Work; provided, however, that in the event that the requested change will have an adverse effect on the ability of the System to perform in accordance with the approved Design Submittal and the Performance Guarantee outlined in Attachment E, the Change Order shall include an appropriate adjustment to the approved Design Submittal and the Performance Guarantee. If either Party wishes to propose such a change, it shall issue a change request to the other Party in writing requesting (i) the increase or decrease, if any, in the Contract Price and changes to the Milestone Payment Schedule that would result from such change; (ii) a good faith estimate of the effect, if any, upon the Project Schedule (as defined below), by reason of such proposed change and (iii) the expected impact, if any, on the Warranty and Performance Guarantee provided by Solect. Within five (5) Business Days following receipt of such change request, the Parties shall meet and negotiate in good faith a Change Order in accordance with the principles set forth herein. Following agreement on the terms and conditions of the Change Order, the Parties shall execute the same. In the event that the Parties cannot agree on a Change Order, such disagreement shall be considered a "Dispute" for purposes of Section 6. "**Business Day**" shall mean any day other than a Saturday, a Sunday or a day on which banks are required or authorized by law or executive order to close in the Commonwealth of Massachusetts.
- 1.2 Solect shall be entitled to request and receive a Change Order under the following circumstances: (a) any circumstance under this Agreement that would entitle Solect to an adjustment to the Contract Price; (b) a Force Majeure Event occurs; (c) any condition is discovered or requires remediation at the Installation Site that was unexpected or is otherwise agreed to as a result of any work performed under a Letter of Intent or Limited Notice to Proceed; (d) compliance with any applicable codes, statutes, ordinances, laws (including the Inflation Reduction Act of 2022), rules and regulations, and lawful orders of all public authorities having jurisdiction over the Owner, the Project, the Installation Site, or the completion or prosecution of the Project ("**Applicable Law**") resulting from a change in any such Applicable Law occurring after the Effective Date ("**Change in Law**"); (e) unreasonable interference with Solect's access to the Installation Site, including for purposes of delivery, installation or with Solect's performance of Commissioning. In each case, and to the extent that such event or occurrence causes an increase or decrease in Solect's costs and/or a delay in the critical path of Solect's performance of the Work, the Contract Price and/or Project Schedule shall be adjusted to reflect any such change, and any other applicable provisions of this Agreement shall be equitably adjusted pursuant to such Change Order.
- d) **Access to the Site; Project Schedule.** Customer will provide Solect with all necessary access to the Installation Site and the laydown areas, in each case, to the extent necessary for the performance of any and all of Solect's obligations under this Agreement. Solect will provide Customer with a schedule for performance of the work and installation of the System (the "**Project Schedule**"); the Project Schedule will be updated from time to time during Project meetings. Any change in Project Schedule that would result in a delay (other than an excused delay in accordance with Section 4(d)) in completion of the Project shall be approved by the Customer, such approval not to be unreasonably withheld. Solect will have reasonable access to the System beyond the Commissioning Date for inspection, testing, warranty work, assessment of performance under the Performance Guarantee, and photography.

- e) **Planning and Building Permits.** Solect shall obtain the planning and building permits necessary for the installation and operation of the Project. Customer shall pay for all fees and costs in excess of [three-thousand Dollars (\$3,000.00)] required of Solect in order to obtain such permits either directly to the appropriate governmental authority or by reimbursement to Solect within fourteen (14) calendar days of demand. If such fees and costs exceed this limit, Solect shall notify Customer and receive Customer's approval, in writing, for such cost and expenses prior to making any payments.
- f) **Site Condition.** Solect shall keep the Installation Site free from an accumulation of waste material and rubbish on a regular basis and shall, during the course of the Work, remove from the Installation Site all rubbish, implements and surplus materials in a commercially reasonable manner. After Project completion, Solect shall remove debris, equipment and surplus materials from the Site and leave the Installation Site in "broom clean" condition.
- g) **Scheduled Maintenance and Site Inspections** After Project completion, Solect shall perform scheduled maintenance and Site inspections as outlined in the Operation and Maintenance Manual delivered to Customer by the Commissioning Date ("**O&M Manual**") (i) at least once in first year and otherwise as necessary to make reasonable efforts to ensure the System meets the Performance Guarantee, and (ii) in the event of any Force Majeure Event within the first year, as defined in Section 1(h) below, provided that Customer supplies Solect written notice of the Force Majeure Event and the System is adversely affected.
- h) **Commencement.** Unless delayed by a Force Majeure Event, Solect shall commence the Project within fifteen (15) calendar days of Commencement Date. Each party has a one-time right to defer the Commencement Date for up to fifteen (15) calendar days (or such longer period if acceptable to the other party) pursuant to written notice not later than ten (10) calendar days prior to the scheduled Commencement Date. A "Force Majeure Event" event means an event or circumstance beyond the reasonable control of, and not the result of the negligence of, the affected Party, which event such Party could not reasonably have prevented or limited the effects thereof utilizing all reasonable efforts under the circumstances and which arises after the Commencement Date. To the extent the foregoing requirements are met, the following qualify as Force Majeure Events: an act of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or binding request of any Governmental Authority Change in Law; labor disputes (but excluding strikes or other labor actions specific to the System, Solect or any subcontractor); acts of declared or undeclared war; public disorder, rebellion or sabotage (other than as provided below); blockade; revolution; landslide; lightning; fire; hurricane; earthquake; flood; riot; civil disturbance; explosion; epidemic or pandemic; delays caused by the utility; shutdown required by any utility or governmental agency; or injunction or quarantine. Force Majeure Events include the failure of a Subcontractor or Solect to furnish labor, services, materials or equipment in accordance with its contractual obligations, but solely to the extent such failure is itself due to a Force Majeure Event or an Industry-Wide Disruption. Force Majeure Events shall not include (a) a Party's financial inability to perform under this Agreement; (b) a failure of equipment except if caused by a Force Majeure Event; or (c) sabotage by employees or subcontractors of the Party claiming the Force Majeure Event. "Industry-Wide Disruption" means delay in the delivery of, or unavailability of, essential materials or labor to the System as a result of a significant industry-wide economic fluctuation or disruption beyond the control of and without the fault of Solect or its subcontractors which is experienced or expected to be experienced by certain markets providing essential materials and equipment to the System during the performance of the Work and such economic fluctuation or disruption adversely impacts the availability and delivery timeframes of essential materials, equipment, or labor.

## **Section 2. Financial Provisions.**

- a) **Contract Price.** As stated in this Agreement, Customer shall pay Solect the Contract Price for the installed solar electric System. Progress payments shall be due and payable within 20 business days of receipt of Solect's standard invoice, which shall be sent upon satisfaction of project milestones, or as otherwise specified in the Agreement. For any amounts not paid when due, Customer shall pay interest thereon at the rate of 1.0% per month until paid in full. The milestone payment amounts are set forth in Attachment C of this Agreement.
- b) **Incentives/Rebate:** Unless otherwise agreed and stated in this Agreement, Customer shall be solely responsible to pursue and obtain any state or federal incentives or rebates that may or may not be available to it pursuant to the purchase, construction, ownership or production or otherwise in connection with the Parties' performance of their obligations in this Agreement. Customer hereby acknowledges the rebate and incentive calculations Solect provides to Customer are estimates. These estimates are based upon certain assumptions that may not be applicable based on the circumstances specific to the System. Actual rebates and incentives are variable as eligibility requirements, funding availability, and rates may change. In the case of the SMART Incentive Program, Solect agrees, to the extent requested by Customer and permitted by Applicable Law, to act as the representative of Customer in the preparation and submission of the application for the SMART Incentive Program benefit for the Customer. If Solect takes the lead to obtain such benefit, Customer shall provide its full cooperation to provide the required information. For purposes of this paragraph (b), "SMART Incentive Program" as defined pursuant to and under 225 CMR 20.00.

Regarding all incentives other than the "SMART Incentive Program," Solect will use commercially reasonable efforts to provide



to Customer applicable information that has been made available to Solect as part of Solect's ordinary course of activities regarding available rebates, incentives, credits, and the like (including, but not limited to, Investment Tax Credits ("ITC(s)")) under the Inflation Reduction Act of 2022 (the "Act"), including information required for Customer to complete any required applications or enrollments; provided, however, that nothing in this provision is meant to supersede the first paragraph of this clause (b).

For clarity, Solect makes no representation regarding the Customer's or the Project's qualification, eligibility, or receipt of any state or federal incentives or rebates, rather, that it will take commercially reasonable efforts to deliver a System to the Customer that will comply with those provisions of the Act and any other applicable state or federal laws, regulations, ordinances, or other authority governing such environmental and/or financial incentives to the extent actions required for such compliance are known to Solect and directly within the reasonable control of a contractor designing, procuring and constructing a similar solar system. To the extent that Solect becomes aware of such provisions following the execution of this Agreement, (and no later than the date that the orders for modules, inverters, transformers and trackers, as applicable, are placed), Solect will request a Change Order pursuant to Section 1(c).

Customer shall own and may assign or sell in its sole and absolute discretion, all right, title and interest in all environmental attributes, where applicable, and financial incentives associated with or resulting from the development and installation of the System or the production, sale, purchase or use of the energy output of the System. Upon Customer's request and at Customer's sole cost within one year of the System achieving PTO, Solect shall take actions reasonably necessary to confirm Customer's ownership of the System and the related environmental and financial Incentives associated with the System.

c) **Taxes, Permits, Etc.** Subject to Customer's termination rights set forth in the Statement of Work, Customer is responsible for all taxes, assessments and charges required by public agencies including, without limitation, those resulting from any increased real property taxes that Customer may be subject to as a result of the installation of the System. Customer should consult its own qualified tax advisor regarding the federal, state, and local, and other tax benefits and consequences that result from the purchase and installation of the System.

d) **Site Preparation.** Customer shall pay for site and/or roof preparation prior to the Commencement Date of the Project, including any roof structural assessment and correction, removal or containment of any existing hazardous material, and ponding due to insufficient roof drainage, subject to the terms of Section 2(e) below.

e) **Unusual or Unanticipated Conditions.** Subject to Clarification A in the Scope of Work, any unusual or unanticipated conditions at the Installation Site that could not have been reasonably determined upon inspection, and expenses to correct such conditions, shall be submitted to Customer for approval as a Change Order, which approval shall not be unreasonably withheld. The new work shall be treated as part of the change order procedure described in Section 1(c) above.

f) **Materials Receipt.** Solect shall bear the risk of loss with respect to the System and all materials, equipment and spare parts in connection with the Project, whether or not incorporated therein or located on or off the Installation Site, until the Commissioning Date, after which the risk of loss as to all of the foregoing shall pass to Customer. If Solect is ready to deliver ordered materials as scheduled and previously agreed to by Customer, and Customer declines delivery or Customer's Installation Site is not reasonably ready to receive materials, (i) Customer shall pay for all reasonable costs associated with such delay, including (to the extent applicable) any delivery, drop-off, insurance and temporary-storage fees and (ii) If Customer does not pay for these ordered materials within [20] business days of Solect's proper invoicing for such materials, Solect may elect, in its sole and absolute discretion, to redirect shipments of such materials to its other customer projects and/or make any modifications it deems appropriate to the Schedule of Values.

### **Section 3. Insurance and Indemnity.**

a) **Insurance Duties.** Customer and Solect shall each maintain the insurance coverage set forth in Attachment F in full force and effect throughout the term of this Agreement. Customer and Solect shall also provide any additional insurance which may be required from time to time by the utility or any legal or regulatory authority affecting the Installation Site or operation of the Project. Prior to the start of installation, each Party shall furnish certificates of insurance evidencing the insurance required under this section. Each Party agrees to give the other Party written notice before the insurance is canceled. Solect's insurance policy shall be written on an occurrence basis and shall include the Customer as an additional insured as its interest may appear. Where permitted by law, each Party shall cause its insurers to waive all rights of subrogation against the other Party. All insurance maintained hereunder shall be maintained with companies authorized to do business in Massachusetts, and rated no less than A-, VIII by A.M. Best.

b) **Solect's Indemnity Obligations.** To the extent permitted by law, Solect shall indemnify, defend and hold harmless Customer and its directors, officers, employees, agents, volunteers, and invitees ("**Customer's Indemnified Parties**"), from and against all claims, losses, damages, injuries, and liabilities ("**Losses**") incurred by the Customer Indemnified Parties to the extent arising from or out of the following: (i) any third party claim for injury to or death of any Person or loss or damage to property to the extent caused by Solect's or Solect's Indemnified Parties (defined below) negligence or willful misconduct; (ii) third party claims for penalties or fines arising from a Solect's or Solect's Indemnified Parties violation of applicable law; (iii) any failure to properly interconnect or comply with the procedures of the utility or applicable law; (iv) any failure to properly

handle or dispose of any Hazardous Materials brought onto the Installation Site by Solect or by any of Solect's employees, agents, volunteers, and invitees and released as a result of the negligence of Solect or any of Solect's employees, agents, volunteers, and invitees; or (v) any negligent or willful breach by Solect of its obligations under Section 2(b). Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Customer's side of the point of interconnection of the System to the utility's grid ("**Point of Delivery**") except to the extent caused by incidents on Solect's side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Solect shall not be obligated to indemnify Customer or any Customer Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Customer or any Customer Indemnified Party.

c) **Customer's Indemnity Obligations.** To the extent permitted by law, Customer shall indemnify, defend and hold Solect, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and any financing party ("**Solect's Indemnified Parties**"), harmless from and against all Losses incurred by the Solect Indemnified Parties to the extent arising from or out of (i) any third-party claim for injury to or death of any Person or loss or damage to property to the extent caused by the willful misconduct of any of Customer's Indemnified Parties; (or (iii) the presence, removal or remediation of any Hazardous Materials on the Installation Site (other than any Hazardous Materials brought on to the Site by Solect's Indemnified Parties and/or improperly stored, disposed of or negligently released by Solect). Customer shall not be obligated to indemnify Solect or any Solect Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Solect or any Solect Indemnified Party.

#### **Section 4. Termination and Default.**

a) **Three-Day Termination Right.** Customer has an unconditional right to terminate this Agreement, without penalty or obligation, by written notice of termination received by Solect prior to midnight of the third Business Day after the Effective Date.

b) **Customer's Rights and Remedies.** Customer may terminate this Agreement for cause by written notice by Customer to Solect if Solect Materially Breaches any provision of this Agreement, and such breach is not cured within thirty (30) days of Solect's receipt of such written notice, except in the case of Customer's failure to make timely payments of the Contract Price, under which situation the provisions of Section 4(c) below shall be guiding. "**Material Breach**" shall mean a default in one party's duties that substantially undermines the economic value of the Agreement to the other party. Customer also has the right to terminate this Agreement as outlined in Section 2(e) of this Agreement.

c) **Solect's Rights and Remedies.** If Customer (i) fails to pay any amount payable to Solect after it becomes due under this Agreement, (ii) is adjudged bankrupt or makes a general assignment for the benefit of its creditors, or (iii) otherwise Materially Breaches any provision under this Agreement, then Solect may pursue any of the following rights and remedies:

i) By giving two (2) Business Days written notice to Customer, stop work on the Project. Thereafter, Solect may use all lawful means, including actions by labor or contractors' associations induced by Solect, to prevent further work from being done on the Project until all past due payments have been received by Solect and Customer has posted a bond satisfactory to Solect for the payment of all amounts due thereafter under this Agreement.

ii) By giving fifteen (15) Business Days written notice to Customer specifying the condition giving rise to such right and 30 days' opportunity to cure the condition giving rise to the right of termination or suspension (provided that, except with respect to payment defaults, if such Customer default reasonably cannot be cured within such period and the Customer commences and diligently and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days), terminate this Agreement and recover from Customer (i) all amounts due from Customer for services provided and materials purchased through the date of termination, (ii) all reasonable costs of winding down the Project, removing materials and supplies from the Site and terminating subcontractors and any material purchase orders; and (iii) any previously uncollected profit of Solect that it would have received under this Agreement had the Commissioning Date been achieved and full Contract Price paid.

iii) Pursue rights under applicable mechanics' lien (or similar) laws or any other rights or remedies available under applicable law or this Agreement.

If either Party provides notice of such termination as outlined in this Section 4, this Agreement shall terminate effective as of the date specified in delivery of such notice (after the expiration of any cure period without the breach having been cured) without any further liability of the Parties to each other, provided that (i) Solect shall remove any equipment or materials which Solect has placed on the Installation Site and which has not been previously paid for by the Customer; (ii) Solect shall restore any portions of the Installation Site disturbed by Solect to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice (including any termination payments owed hereunder); and (iv) the indemnity obligations and the dispute resolution provisions shall continue to apply (solely with respect to losses arising prior to the termination date) notwithstanding the termination of this Agreement.

d) **Unavoidable Delays and Defaults.** Either party to this Agreement will be excused for any delays or defaults by that party in the performance of this Agreement that are the result of a Force Majeure Event, as defined above. Each party shall use reasonable diligence to avoid any such delay or default and to resume performance under this Agreement as promptly as possible after any such delay or default.

e) **Survival.** The surviving rights and obligations from this Agreement shall include Sections 1(c) and 2, 3, 4, 5 and 6, in their entirety, and the Disclaimer in the Standard Warranty.

**Section 5. LIMITATION OF DAMAGES.** IN NO EVENT WILL EITHER PARTY OR ITS INDEMNIFIED PARTIES BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PARTIES FOR INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR BUSINESS INTERRUPTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, AND TORT OR OTHERWISE, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SOLECT UNDER THIS AGREEMENT (EXCLUDING ANY AMOUNTS PAID OUT BY THE INSURANCE OF EITHER PARTY AS REQUIRED HEREUNDER). Notwithstanding the foregoing, the foregoing limitation of liability shall not apply to the following: (i) a Party's gross negligence, willful misconduct, or fraud (ii) Claims covered by either Party's liability insurance; (iii) third-party indemnity claims pursuant to Section 3 above; and (iv) any claims by Solect for payment due to it pursuant to the terms of this Agreement (which for the avoidance of doubt shall not be limited by this Section 5.

**Section 6. Miscellaneous.**

a) **Dispute Resolution:**

- i) Any controversy, claim or dispute between the Parties hereto arising out of or related to the interpretation, construction or performance of this Agreement, or the alleged breach, termination, or invalidity thereof (a "**Dispute**") shall be resolved only in the manner specified in this Section 6(a).
- ii) Informal Dispute Resolution. In the event of a Dispute, within five (5) Business Days following the delivered date of a written request by either Party, (i) each Party shall appoint a representative (individually, a "Party Representative", together, the "Parties' Representatives"), and (ii) the Parties' Representatives shall meet, negotiate and attempt in good faith to resolve the Dispute quickly, informally and inexpensively. In the event the Parties' Representatives cannot resolve the Dispute within ten (10) Business Days after commencement of negotiations, within ten (10) days following any request by either Party at any time thereafter, each Party Representative (a) shall independently prepare a written summary of the Dispute describing the issues and claims, (b) shall exchange its summary with the summary of the Dispute prepared by the other Party Representative, and (c) shall submit a copy of both summaries to a senior officer of the applicable Party who has authority to irrevocably bind the Party to a resolution of the Dispute. Within ten (10) Business Days after receipt of the Dispute summaries, the senior officers for both Parties shall meet to negotiate in good faith to resolve the Dispute.
- iii) Equitable Relief. Except in the event of a payment dispute, participation in informal dispute resolution and mediation are conditions precedent to each Party's right to resort to litigation in a court, provided that during such time as the Parties are conferring, either Party may petition a court of competent jurisdiction for injunctive relief or to preserve any applicable statutes of limitation. A Party's failure to participate in informal dispute resolution and mediation in accordance with this Section shall entitle the other Party to recover its costs and reasonable attorney's fees in any judicial proceedings that attempt to circumvent these dispute resolution provisions. In the event no agreement is reached in mediation, either Party may exercise any rights or remedies it may have at law or in equity, including but not limited to compensation for monetary damages (excluding reasonable costs and attorneys' fees), injunctive relief and specific performance

- b) **Governing Law:** This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.
- c) **Entire Agreement:** This Agreement, which shall include the Attachments and any documents referenced in such Attachments, including the Design Submittal described in the Statement of Work, constitutes the sole and entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, representations or understandings with respect thereto. No other document or amendment of this Agreement shall be part of this Agreement, unless in writing and signed by the parties' authorized representatives.
- d) **No Waiver:** Any waiver of any breach of any term or condition of this Agreement shall not operate as a waiver of any other breach of such term or condition or of any other term or condition of this Agreement.
- e) **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining provisions of this

## Agreement

- f) **Headings/Counterparts:** The headings used in this Agreement are included for convenience only and are not to be used in the interpretation of any provision of this Agreement. This Agreement may be executed in multiple counterparts (including by means of facsimiled signature pages), each of which shall be an original and all which taken together shall constitute one and the same agreement.
- g) **Notices.** Any and all notices required under this Agreement or by law to be served on or delivered to either party shall be in writing and will be deemed duly served, given, or delivered when (i) personally delivered to the Official Contact, or (ii) three (3) Business Days after deposit in the United States mail, first-class postage prepaid, addressed to the Official Contact.
- h) **Amendment or Waiver of Agreement.** Except as otherwise expressly provided herein, any term of this Agreement may be amended and the observance of any term of this Agreement may be waived only with the written consent of Solect and Customer.
- i) **Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that neither Party shall require consent of the other Party to (i) assign its rights and obligations hereunder to an affiliate with equal or similar creditworthiness for financing, tax credit, or other purposes. For purposes of this section, transfer does not include any sale of all or substantially all of the assets of the Party or any merger of the Party with another person, whether or not the Party is the surviving entity from such merger, or any other change in control of a Party, provided any such surviving entity assumes (expressly or as an operation of law) all obligations of such Party, as appropriate, under this Agreement.
- j) **Hazardous Materials.** Solect is not responsible for any Hazardous Materials encountered at the Installation Site except to the extent introduced and/or negligently released by Solect. Upon encountering any Hazardous Materials, Solect will stop work in the affected area and duly notify Customer and, if required by applicable law, any governmental authority with jurisdiction over the Installation Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Installation Site, Customer shall take all measures required by applicable law to address the Hazardous Materials discovered at the Installation Site. Customer may opt to remediate the Installation Site so that the Project may be installed on the Installation Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Installation Site, in which case Customer and Solect may agree upon a different location for the Project whereupon such replacement location shall be the Installation Site for purposes of this Agreement. Solect shall be obligated to resume work at the affected area(s) of the Installation Site only after Customer notifies Solect that Customer has complied with all applicable laws, and causes to be delivered to Solect from an authorized governmental authority or a qualified independent expert a written certification that (i) remediation has been accomplished as required by applicable law and (ii) all necessary approvals have been obtained from any governmental authority having jurisdiction over the Project or the Installation Site. Customer shall reimburse Solect for all reasonable, additional costs incurred by Solect in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Customer is not responsible for any Hazardous Materials introduced to the Installation Site by Solect and/or released as a result of the negligence of Solect, nor is Customer required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical.

- END OF ATTACHMENT "D" -



**ATTACHMENT "E"**  
**SYSTEM PURCHASE & INSTALLATION AGREEMENT**  
**STANDARD WARRANTY**

1. **Solect System Limited Warranty.** Commencing on the Commissioning Date, and for a period of one (1) year (the "Warranty Period") thereafter, Solect warrants (the "Limited Warranty") that (a) the System will be free from defects in materials and workmanship under normal operating conditions and shall conform to the Design Submittal which shall be made available to, and approved by, the Customer before the Commencement Date; and (b) all work will be performed in a professional manner by qualified personnel employing standards, practices, methods and techniques in effect in the solar power industry at the time of performance of the work that are commonly used to design and install equipment of similar size and type as the Project. If the System fails to conform to the Design Submittal, Solect will, at its option, and its sole expense either repair or replace any defective parts or workmanship. This Limited Warranty covers all expenses (including, but not limited to, both labor and parts) for any repairs resulting from equipment defects or Solect's workmanship. Unless this warranty is extended by written agreement or an OEM Manufacturer Warranty applies, Customer shall pay for any repairs performed by Solect after the Warranty Period expires. Any work that is corrected, or goods, services, equipment, parts, or materials that are replaced or re-performed shall be covered under the Limited Warranty for the greater of the time remaining on the Warranty Period or thirty (30) days the time that such correction was completed, such part replaced or service re-performed.

2. **Solect Service Support.** Commencing on the Commissioning Date, and for the duration of the Warranty Period, Solect will provide the following Services:

Solar monitoring and system alert management, utility billing support, net metering support, incentive management support, and an annual preventative maintenance ("PM") inspection. Among the tasks performed during this PM site visit, technicians inspect all mechanical, electrical, and PV components which includes testing all conductor terminations, cleaning of inverter and filters, string voltage performance analyzed and recorded, infrared thermal image inspections, and examination of all AC gear and circuit breakers.

3. **Manufacturer Warranties.** Solect assigns to Customer the applicable pass-through warranties from the original equipment manufacturers, including photovoltaic panels and inverters ("OEM Manufacturers"). The OEM Manufacturers used for the System shall be stated in the Design Submittal. The terms and conditions of warranties for the OEM Manufacturers for the Project shall be made available on request made to Solect. Manufacturing Warranties shall begin as provided by the OEM Manufacturers. Limitations apply for systems with excess soiling, production lost due to inverters being shut off for extended periods of time.

The principal Manufacturer Warranties that shall be provided will include the following terms:

- a) PV Panel Warranty – PV panel manufacturer provides minimum ten (10) year Limited Product Warranty covering materials and workmanship on their panels, as well as a Limited Power Warranty with a guarantee of at least [80%] of the date-of-purchase minimum peak power up to [twenty-five (25)] years from the installation date. Solect shall design the PV System, and Solect install the PV panels, in accordance with the PV panel manufacturer's design & installation guidelines.
  - b) Inverter Warranty – The inverter shall be covered with a minimum [ten (10)] year warranty covering defects caused by material or manufacturing faults.
  - c) Mounting Hardware warranty – The manufacturer mounting hardware warranty comes with a minimum [fifteen (15)] year materials limited product warranty covering defects in manufacturing and workmanship.
4. **Performance Guarantee.** Solect guarantees that, for the period commencing on the Commissioning Date and ending on the first anniversary of the Commissioning Date thereafter (the "Guarantee Period"), the System shall produce at least the Guaranteed Annual Production (the "Performance Guarantee"). For purposes of this Performance Guarantee, "Guaranteed Annual Production" shall mean [85% \* P90 Helioscope estimate] kWhs minus any production (measured in kWhs) that reasonably should have been produced by the System during such period, but was not produced as a direct result of (a) failure, damage or downtime attributable to third parties or Customer, (b) equipment failure or delayed repair of equipment due to the claims process with the equipment manufacturer which are beyond the reasonable control of Solect, (c) a Force Majeure Event, (d) acts or omissions of Customer of any of its obligations hereunder, (e) any Customer requested shutdown or project relocation (if applicable), or (f) any reduction in output attributable to interference with solar access of the System by adjoining landowners. To the extent that Solect does not satisfy this Performance Guarantee, Solect shall make direct payment to the customer within sixty (60) days following the end of the Guarantee Period in an

amount equal to the product of (i) the Avoided Energy Price, multiplied by (ii) the Guaranteed Annual Production minus the sum of the actual System output during such Guarantee Period. Such credit shall be Customer's sole and exclusive remedy for Solect's failure to satisfy this Performance Guarantee.

**"Avoided Energy Price"** means **[\$ \$0.1193 /kWh]** - the rate, expressed in \$/kWh, of the average applicable tariff rate per kWh, at the time of execution of the Agreement, that Customer would have paid at the Installation Site for full requirements delivered electric service (which shall include all volumetric energy-related charges such as delivery, service, distribution, or taxes, but excluding demand and other related non-volumetric charges) from its local electric utility.

5. **Warranty Exceptions.** The Limited Warranty does not cover normal wear and tear. The Limited Warranty shall be void in the event of any of the following:
- (a) the misuse or negligence of the owner or Customer in relation to the operation or repair to the System;
  - (b) Owner's or the Customer's or its agents' use, without Solect's approval, of spare parts other than those supplied or recommended by Solect;
  - (c) use of the System (or any relevant part thereof) other than in reasonable conformance in all material respects with any operations manuals or spec sheets and installation manuals, and any other specific written directions, provided by Solect consistent with good industry practice.
  - (d) alterations or repairs made to the roof, the System's supporting structure, or to any part of the System or associated wiring and parts without Solect's express written approval that affect the operation of the System;
  - (e) failure of the System resulting from structural defects with the building on which the System is located that could not be detected by Solect in the process of designing and constructing the System and inspecting the Installation Site, or through no fault of Solect, the building structure is found incapable of supporting the design loads to the roof;
  - (f) failure of the System to perform caused by (i) legislative, administrative, or executive regulation, order or requisition of the federal government, local utility or public utilities commission, or any state or municipal government or official; (ii) loss of utility power to the Site; (iii) Force Majeure Events; (iv) theft of any System component; or (v) a change in usage of the building, which may affect building permits and related requirements, without the express written approval of Solect; or
  - (g) installation of antennas or other equipment or structures which interfere with the System's solar access unless such equipment or structures were installed by Solect.
4. **Disclaimer.** Except for the Limited Warranty expressly provided herein, SOLECT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. Neither this agreement nor any document furnished under it, is intended to express or imply any warranty or guarantee with regard to the performance of the system, relating to: (i) roof savings or roof life extension, (ii) financial savings or return on investment, and (iii) public recognition.

- END OF ATTACHMENT "E" -



**ATTACHMENT "F"**  
**SYSTEM PURCHASE & INSTALLATION AGREEMENT**  
**INSURANCE REQUIREMENTS**

1. General Liability

(a) Solect will procure and maintain commercial general liability insurance during the term of the Agreement with limits of one million dollars (\$2,000,000) each occurrence, and two million dollars (\$5,000,000) in the aggregate. Insurance coverage shall be provided on an "occurrence" form.

(b) Solect's general liability insurance coverage shall:

(i) Be endorsed, or include a provision, to be primary and noncontributory as respects the other Party's insurance and any insurance maintained by the utility.

(c) Customer will maintain its program of self-insurance, as permitted by state law, by funding its Liability Fund annually to pay out any claims for which Customer is liable. Currently, the balance of the Liability Fund is approximately \$3.4 million.

2. Workers' Compensation

Customer and Solect will have Workers' Compensation insurance in compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Installation Site where the work is performed. Solect will obtain Employers' Liability insurance with a limit of one million dollars \$1,000,000.

3. Property Insurance

Solect shall carry property insurance on the System which need not be covered by the Customer's property coverage until the Commissioning Date. The amount and terms of insurance coverage will be determined at Solect's sole discretion.

4. Additional Insurance Provisions

Insurance required by the utility shall not be canceled except after (30) days prior written notice has been given to the utility.

5. Additional Requirements

- Solect shall carry automobile liability insurance with a limit of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage.
- Solect shall carry umbrella/excess liability insurance on an occurrence basis providing coverage (on a following form basis) in excess of the underlying insurance for general liability automobile liability, and employers' liability with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The amounts of insurance required for general liability, auto liability, and employers' liability. Umbrella/excess liability insurance limits may be satisfied by Solect purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.