

Renewable Energy System Installation Contract

This Renewable Energy System Installation Contract (“**Contract**”) is made effective as of this day of March, 2023 (the “**Effective Date**”) by and between Town of Exeter, a New Hampshire municipality with a mailing address of 9 Cross Road, Exeter, New Hampshire 03833 (“**Owner**”), and ReVision Energy Inc., a Maine corporation registered to do business in Massachusetts and New Hampshire with a mailing address of 758 Westbrook Street, South Portland, ME 04106 (“**Contractor**”). Owner and Contractor are, collectively, sometimes referred to herein as the “**Parties**” and, individually, as a “**Party.**”

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RECITALS

WHEREAS, Contractor is in the business of developing and constructing solar electric generating facilities; and

WHEREAS, Owner desires to hire Contractor to develop and construct a solar electric generating facility at 9 Cross Road, Exeter, New Hampshire 03833 (the "Project Site") that Owner will own and operate.

NOW, THEREFORE, in consideration of the promises, covenants, provisions, payments and mutual agreements set forth herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which the Parties expressly acknowledge, with respect to the solar electric generating facility (the "System"), the Parties hereby agree, and covenant as follows:

1. **The Scope of Work; Project Documents.**

- 1.1. Contractor shall provide all professional development, design, and engineering services (collectively, hereinafter referred to as "**Development Work**"), as detailed in **Schedule A**, and all labor, materials and equipment (collectively, hereinafter referred to as "**Construction Work**"), as detailed in **Schedule A**, to install in a timely, diligent, high quality and workmanlike manner at the Project Site the System, as detailed in **Schedule A** (the Development Work and the Construction Work are, collectively referred to herein as the "**Work**")., The System is further described in the Site Map in **Schedule A-2** (the "**Site Map**") the One-Line Diagram in **Schedule A-3** (the "**One-Line Diagram**"), and the Energy Production Estimate in **Schedule A-4** (the "**Energy Production Estimate**", the Energy Production Estimate, together with the Site Map and the One-Line Diagram, are collectively referred to herein as the "**Engineering Documents**" and, individually, as an "**Engineering Document**")., Each Engineering Document has been prepared in accordance with GAEP. For purposes of this Contract, "**GAEP**" or "**Generally Accepted Engineering Practices**" means those practices, methods, techniques, and standards in effect in the solar power industry at the time of performance of the Work that are commonly used in prudent engineering and construction to design and construct equipment in the United States of similar size and type as the System and in accordance with applicable law; and "**Project Documents**", with respect to the System, means this Contract, the applicable Engineering Documents, and each contract, license, mortgage, easement, application, approval, permit, site map, engineering document, or other document prepared by or provided to Contractor (by the Owner, the owner of the Project Site (if Project Site is not owned by Owner), any governmental authority, or any other person or entity) during its diligence and site investigation in respect of the System, or otherwise prepared or obtained by Contractor in connection with its Work.

2. Compensation.

- 2.1. For Contractor's complete and satisfactory performance of the Work, the Owner shall pay Contractor the fixed price specified in **Schedule A** (the "**Contract Sum**"), in accordance with Section 3, subject only to such additions and deductions as may be set forth in a Change Order. Owner shall be solely responsible to pay for the cost of all work, permits, fees, and expenses for items excluded from the Work pursuant to **Schedule A, Section 4**. If Contractor pays any such excluded costs, Owner shall reimburse Contractor in accordance with Section 3 below.
- 2.2. Owner acknowledges and understands that the Contract Sum and Contractor's performance of the Work are based on the Scope of Work detailed in **Schedule A**, and on the following assumptions:
 - (a) Other than as set forth in the information supplied by Owner and/or owner of the Project Site (if Project Site is not owned by Owner) (as applicable) or as known by Contractor following its diligent site investigation, there are no water, gas, sewer, electrical or any other underground utility or component, such as ledge, that will restrict any needed excavation or other activities necessary for the completion of the Work; and
 - (b) Information supplied by Owner and/or owner of the Project Site (if Project Site is not owned by Owner) related to the Project Site or to the Work is accurate.
- 2.3. If any discovery in respect of the System and the Work related thereto (a) (i) is contrary to Contractor's assumptions as set forth in Section 2.2 and Contractor's knowledge following diligent site investigation, including discoveries resulting from concealed or unknown physical or electrical conditions that are materially different than those indicated in the Project Documents (excluding documents prepared by Contractor or its consultants or subcontractors), and (ii) is a result of conditions that are materially different than those ordinarily found to exist on projects of a similar nature and that are not now known or visible, and (b) such discovery results in any needed repairs that were not contemplated in the Scope of Work, or that cause a governmental authority to impose additional requirements in respect of the System, then such repairs or additional requirements shall be considered outside the Scope of Work for the System and the Contract Sum; provided, however, that notwithstanding anything to the contrary in the foregoing provisions and the assumptions set forth in Section 2.2, Contractor shall in no way be relieved from its responsibility to address and resolve without costs to Owner all conditions known to Contractor or which Contractor should have discovered with the exercise of reasonable diligence.
- 2.4. Contractor will promptly notify Owner after obtaining knowledge of any discovery or condition that is outside the Scope of Work or Contract Sum as described in Section 2.3 (subject to the proviso thereto). The Parties shall negotiate in good faith to reach a

mutually agreed adjustment to the Contract Sum or Scope of Work, as applicable, which shall be documented by Change Order.

3. **Payment.** So long as the Work is being performed in accordance with the provisions of this Contract, Owner shall pay Contractor pursuant to the provisions in this Section 3.
 - 3.1. Payment According to Earned Amounts Set Forth in Schedule of Values. Attached hereto as **Schedule A-1** is the schedule of values ("**Schedule of Values**" or "**SOV**") allocating the Contract Sum to the various portions of the Work. In applying for payment of earned amounts pursuant to Sections 3.3 and 3.4, the Contractor shall submit invoices for payment showing the percentage of completion of the portions of the Work based on this Schedule of Values. For clarity, the amounts allocated to each portion of the Work are not subject to adjustment in the event that Contractor's estimated hours to complete such portion of Work is different than that assumed in Contractor's calculations of the values set forth in the Schedule of Values.
 - 3.2. Change Order. Any modification of the Contract Sum or Schedule of Values shall be set forth in a Change Order pursuant to Section 10 of this Contract.
 - 3.3. Initial SOV Payment (System Deposit). On or before May 19, 2023, Owner shall pay an initial SOV Payment (the "**System Deposit**") equal to Four Hundred Seventy-Five Thousand Dollars (\$475,000). To the extent that the System Deposit due under Section 3.3 exceeds earned amounts based on completed portions of the Work as of the Effective Date, Contractor shall apply such surplus to succeeding Progress SOV Payments until fully utilized as provided in Section 3.4(a)(iii). Prior to the issuance of Notice to Proceed pursuant to Section 4.3, Contractor shall notify Owner if a Change Order request under Section 10.2 appears likely and advise Owner of possible actions to mitigate the necessity for a Change Order.
 - 3.4. Progress SOV Payment Applications; Invoices. No more than once per month, and no sooner than August 1, 2023, Contractor shall electronically deliver to Owner applications for progress payments for remaining unpaid portions of completed Work ("**Payment Application**").
 - (a) Each Payment Application and accompanying Invoice shall (i) be in writing, (ii) be based on the estimated percentage of Contractor's Work satisfactorily completed and earned in accordance with the Schedule of Values, and Change Orders, if any, and (iii) credit Owner for the unutilized balance of the System Deposit, if any. Contractor may also invoice for the cost of items excluded from the Work pursuant to **Schedule A, Section 4**.
 - (b) Each Payment Application shall be reasonably detailed and shall be accompanied by reasonable supporting documentation to the extent applicable, including: (i) a list of all subcontractors performing portions of the Work or otherwise potentially having lien rights against the System and the amount of outstanding payments owing to such subcontractors; (ii) evidence that Contractor has completed all

portions of the Work expressly claimed or required to be performed within the timeframe applicable thereto; and (iii) any other evidence or documentation reasonably requested by Owner to verify Contractor's progress in performing the Work and that Contractor has paid for all services, materials, and labor used in connection with the performance of Work for which Owner has previously made payment.

- (c) As a condition of each Payment Application, Contractor represents and warrants upon submitting each invoice to Owner that: (a) all Work to the date of that invoice has been completed through the level for which payment is requested; (b) all Work to the date of that invoice has been properly performed and fully conforms to Contractor's warranties in this Contract, including the warranties set forth in Section 6.1 and in Schedule A; (c) Contractor knows of no reason why payment should not be made as requested; (d) all Work (including the products thereof) for which payments have already been received is free and clear of all claims, including lien claims, and other encumbrances, other than liens securing indebtedness incurred by Owner to finance the Work; (e) partial lien waivers if requested by Owner at NTP (as defined below); and (f) upon Owner's payment, the Contractor will make prompt and timely payments to its subcontractors, laborers, materialmen, suppliers, and vendors.

3.5. Intentionally Omitted.

3.6. Reimbursement for the Cost of Items Excluded from the Work. For the efficient administration of the Work and with prior written approval from Owner, Contractor may agree to pay expenses for items excluded from the Work and Contract Sum pursuant to Schedule A, Section 4. Contractor shall be entitled to include a request for reimbursement of such payments in a Payment Application filed pursuant to Section 3.4 and Owner shall pay such reimbursement invoices pursuant to the requirements of Section 3.7.

3.7. Payments; Retainage; Transfer of Title.

- (a) Owner shall make payment to Contractor of the earned and undisputed amounts as set forth in each invoice within thirty (30) days of Owner's receipt of each Payment Application.
- (b) Retainage of 5% may be applied by Owner to all progress payments, which retainage (if any) shall be due and payable to Contractor with Final Payment.
- (c) Owner shall pay a \$100 late fee and interest at a rate of 1.5 % per month on all overdue amounts (excluding retainage) until paid.
- (d) Upon Owner's payment of each invoice in respect of a Payment Application, title to all Work (including manufacturer's warranties) covered by that payment will immediately pass to Owner, provided that, solely with respect to equipment for which title has not yet transferred, title thereto shall pass to Owner immediately upon Contractor's receipt from Owner of the Owner PTO. To the extent that a

manufacturer's warranty does not automatically apply to Owner as the original end user of the equipment, Contractor shall transfer that manufacturer's warranty to Owner upon and together with transfer of title to the equipment.

- 3.8. Claims and Liens. Contractor will keep all Work (including the products thereof) free and clear of claims and liens, excluding statutory mechanic's lien rights. Owner will not remit Contractor's Final Payment under this Contract until Contractor delivers to Owner: (a) a commissioning report prepared in accordance with GAEP ("**Commissioning Report**") confirming that all Work has been completed according to the Scope of Work and all Change Orders; and (b) complete and executed lien waivers, in the form required by relevant state law, if any, and otherwise in form and substance reasonably satisfactory to Owner, from all those subcontractors (including materialmen) that have served Owner or Contractor with a notice of right to claim lien or similar notice, conditioned only upon receipt of funds from the Final Payment (if any).
- 3.9. Owner's obligation to pay Contractor for Work performed is not dependent upon Owner's ability to obtain approval of any governmental or regulatory agency (except to the extent that receipt of any such approval is part of the applicable Scope of Work), or Owner's ability to obtain favorable tax treatment or tax benefits in connection with the Work; provided, however, that Owner's obligation to pay Contractor for Work performed is dependent upon Owner's ability to secure financing which is anticipated through the New Hampshire Municipal Bond Bank's 2023 summer sale, with bond proceeds expected to be received on or about August 9, 2023; provided, further, however, that the foregoing shall not affect Owner's rights and remedies if Contractor fails to achieve Mechanical Completion (as defined below) within the Contract Time (as defined in **Schedule A**) or if Contractor fails to satisfy its tax related requirements outlined in the Scope of Work.
- 3.10. Non-payment. In the event of outstanding overdue payments that are not subject to dispute by Owner, and in the event Owner does not bring current such payment following receipt of thirty (30) days' written notice from Contractor, Contractor reserves the right, in its sole discretion, to suspend or terminate the Contract under Section 11, without waiving any right or claim against Owner and without any liability. In the event that any undisputed payment remains unpaid ninety (90) days after billing, Owner shall be liable for all costs of collection, including reasonable, documented court costs.
- 3.11. Final Payment. Contractor may invoice for Final Payment for the System, constituting the entire unpaid balance of the applicable Contract Sum including retainage when the Work described in this Contract, including all Final Punch List items, is fully completed and accepted by Owner. Each such Final Payment shall be paid to Contractor within thirty (30) days of Owner's written confirmation that the Work has been fully completed to its satisfaction.

3.12. Electronic Fraud. Owner shall verbally confirm and re-confirm by call-back each and every payment by ACH or wire transfer to Contractor, and no electronic payment shall be deemed to be delivered unless and until it is in fact deposited to Contractor's bank account.

4. Contract Time, Deposit, Milestones, and Punch List.

4.1. The Development Work shall commence on the Effective Date or the date on which Owner has delivered to Contractor the System Deposit, whichever is later. The Construction Work shall not commence until Owner has delivered to Contractor written Notice to Proceed pursuant to Section 4.3 and the Owner has received the proceeds of bonds issued to finance the Work pursuant to Section 3.9.

4.2. Contract Time. Subject to Section 4.6, Contractor shall achieve Commercial Operation (as defined below) of the System by no later than 18 months after the day of delivery of NTP to the Contractor pursuant to Section 4.3 (the "Contract Time").

4.3. Notice to Proceed. Contractor shall not commence the Construction Work, until Owner has delivered to Contractor written notice to proceed with the Construction Work ("Notice to Proceed" or "NTP"). Owner shall issue an executed NTP within five (5) business days of the date upon which it has received written certifications from Contractor that the following conditions (the "NTP Conditions") have been met:

- (a) Contractor has obtained all permits necessary for the Construction Work from authorities with jurisdiction, such permits are effective, and a copy has been made available for inspection by Owner; and
- (b) Contractor has delivered all insurance certificates required by Section 8.1 to Owner

4.4. Mechanical Completion. Contractor achieves "Mechanical Completion" when the System is mechanically and electrically complete so that the Owner can utilize the System in the manner for which it is intended, subject only to receipt of necessary approvals following any required inspection(s) by any authorities having jurisdiction.

4.5. Substantial Completion. Contractor achieves "Substantial Completion" when (i) Mechanical Completion has been achieved, (ii) the System has undergone all necessary inspections and received all necessary approvals and permission to operate ("PTO") from all utilities and authorities having jurisdiction, and (iii) Contractor delivers to Owner a Substantial Completion Certificate and Request for Permission to Operate, which shall be in the form attached hereto as **Attachment 1**.

4.6. Commercial Operation. "Commercial Operation" is achieved when, following Contractor's receipt of Owner's written direction that the System be placed in service (the "Owner PTO"), the System has reached Substantial Completion and is placed in service. Contractor shall commence System operations no sooner than one working day, and no later than within five (5) working days (which period may be extended with the prior written approval of Owner, not to be unreasonably withheld, conditioned, or delayed) following its receipt of the Owner PTO; provided that Contractor hereby

acknowledges and agrees that in no event shall the System be placed in service on or prior to the date upon which title to the System has passed in full to Owner.

4.7. **Final Completion.** Contractor achieves “**Final Completion**” on the date when (i) Commercial Operation has been achieved, (ii) Contractor has completed all of the Work on the Final Punch List, if any, (iii) Contractor provides the Commissioning Report, which (x) has been prepared in accordance with GAEP, (y) confirms that all Work has been completed according to the Scope of Work and all Change Orders (including Final Punch List items), and (z) documents that the System has undergone all necessary visual, mechanical, and electrical inspections and operating tests and can be safely operated by Owner, and (iv) Contractor provides documentation of all personnel hours, wages, and apprenticeship status on behalf of itself and all subcontractors in accordance with regulations and guidance from the Treasury Department related to the Inflation Reduction Act.

(a) **Punch List.** Upon Mechanical Completion of the Work, Owner and Contractor agree to inspect the Work and make a list of those items that are incomplete or defective. Within seven (7) days of Mechanical Completion, Contractor shall prepare and submit to Owner a list of incomplete Work and/or Work that requires correction (the “**Draft Punch List**”). Within thirty (30) business days of receipt of the Draft Punch List, Owner shall add any items of incomplete or defective Work to the Draft Punch List; provided that Owner’s failure to add any such items to the Draft Punch List shall not operate as a waiver of any incomplete or defective Work. The Owner’s and Contractor’s combined list shall be the “**Final Punch List**” for the System.

4.8. If Owner and Contractor are in dispute as to the performance or completion of Work, including, without limitation, any item(s) on the Final Punch List, Contractor shall, nonetheless, be entitled to payment from Owner for all Work as to which there is agreement. The Owner shall be entitled to withhold 1.5 times the reasonable value of disputed Work until such Work is completed.

5. **Obligations of the Parties.**

5.1. **Site Access.** Owner shall use commercially reasonable efforts to provide Contractor with timely access to the Project Site sufficient to allow the Contractor to perform the Work in accordance with the Scope of Work.

5.2. **Inspections.** Any test(s) and/or inspection(s) of the Work requested by Owner shall be conducted within ten (10) business days of receipt of Contractor’s notice that it has achieved Substantial Completion of the Work. All such tests and/or inspections shall be arranged by the Owner and conducted at Owner’s expense; provided that if and where appropriate, Contractor shall coordinate with the owner of the Project Site (if different from Owner) to ensure that Owner has timely access to the Project Site to allow it to conduct such tests and inspections. Owner shall provide Contractor with

- reasonable notice of the date and time of all such tests and/or inspections and will permit Contractor to attend and observe all such testing and/or inspections.
- 5.3. Permits. As set forth in **Schedule A, Section 5**), Owner and Contractor shall arrange for all inspections, and shall obtain all required permits and approvals, including PTO, from all utilities and authorities having jurisdiction, to complete the Work and achieve Final Completion. Contractor shall satisfy any and all conditions set forth in such required permits and approvals. Furthermore, Contractor shall obtain and at all times maintain all permits required to conduct its business and perform the Work and shall ensure that all subcontractors and agents have obtained and maintain all such required permits.
- 5.4. Excluded Materials. Owner agrees to notify Contractor in advance of the presence in or around the Project Site of any known: (a) asbestos or materials containing asbestos, or (b) pollutants, hazardous wastes, hazardous materials, hazardous matter, or contaminants regulated under local, state or federal law (collectively, "Excluded Materials"). Regardless of whether Owner has so informed Contractor, Contractor shall not be responsible for the existence, detection, removal, containment, dispersal, discharge, or treatment of Excluded Materials. Owner agrees that if it is determined at any time that the Project Site contains any Excluded Materials, Owner will bear the sole risk thereof and all related costs. Owner agrees to release, indemnify, defend and hold harmless Contractor, and its officers, agents and employees (together, the "**Indemnitees**"), of and from all costs, claims, damages, and liability arising out of or relating to Excluded Materials, acts or omissions of the Owner, or third parties relating thereto, or injury caused thereby, excepting any such costs, claims, damages or liability that are solely the result of any Indemnitee gross negligence.
- Excluded Materials. Each Party will promptly provide written notice to the other Party upon obtaining knowledge of the presence in or around the Project Site of any known: (a) asbestos or materials containing asbestos, or (b) pollutants, hazardous wastes, hazardous materials, hazardous matter, or contaminants regulated under local, state or federal law (collectively, "**Excluded Materials**"). Contractor shall not be responsible for the existence, detection, removal, containment, dispersal, discharge, or treatment of Excluded Materials, unless such materials are deposited or spilled by Contractor or any agents or subcontractors thereof or the presence of such materials is caused by or otherwise arises from the Work or the materials constituting the System (the "**Project-Related Excluded Materials**"). Upon obtaining knowledge of the existence of any Excluded Materials, either party may elect to delay the Contract Time as necessary to permit the owner of the Project Site (or, with respect to Project-Related Excluded Materials, Contractor) to remove, contain, disperse, discharge, or treat such materials as required by applicable law. Contractor agrees that if it is determined at any time that the Project Site contains any Project-Related Excluded Materials, Contractor will bear the sole risk thereof and all related costs. Contractor agrees to release, indemnify,

defend and hold harmless Owner, and its officers, agents and employees (together, the “**Owner-Indemnitees**”), of and from all losses, damages, expenses, liabilities and other claims, including court costs and reasonable attorneys’ fees (collectively, “**Liabilities**”), arising out of or relating to Project-Related Excluded Materials, any acts or omissions of Contractor (including any agents or subcontractors thereof) that result in the presence of such materials in or around the Project Site, or injury caused thereby, excepting any such costs, claims, damages or liability that are the result of the gross negligence or willful misconduct of any of the Owner-Indemnitees or the owner of the Project Site.

- 5.5. Compliance with all laws. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to persons or property, including the Work and all property adjacent thereto, in each case in accordance with prudent industry standards. Contractor shall comply with all federal, state and other laws, regulations and requirements regarding safety or otherwise applicable to the Work, including the Comprehensive Environmental Response, Compensation, and Liability Act, Solid Waste Disposal Act, and Resource Conservation and Recovery Act. Contractor shall indemnify Owner for all fines, penalties, assessments, expenses, claims and other damages which Owner is required to pay as a result of Contractor’s (including its agents’ or subcontractors’) failure to comply with such laws, regulations and requirements. Owner agrees not to interfere with the Work. If Owner enters the jobsite where the Work is being performed, the Owner agrees that it is entering at its own risk.
- 5.6. Completion of the Work. Contractor shall pay for all labor, materials, engineering, services, equipment, and tools necessary to fully complete the Work. Contractor shall satisfy federal prevailing wage and apprenticeship requirements or meet the Good Faith Effort Exception requirements to qualify for an Investment Tax Credit of at least thirty percent (30%) and shall provide Owner with documentation of same, sufficient for Owner to meet the Investment Tax Credit requirements as further outlined in Schedule A Scope Of Work. Contractor shall pay sales, consumer, use and similar taxes applicable to the Work as may be required under applicable law. If Contractor defaults or neglects to carry out the Work in accordance with the Contract requirements and fails within a ten-day period after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, Owner may, without prejudice to other remedies Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor the reasonable cost of correcting such deficiencies, including Owner’s expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner within five (5) days of demand therefor.

6. Warranties and Remedies.

6.1. Contractor warrants that:

- (a) The materials and equipment furnished in the performance of the Work will be new and of good quality and shall meet Contractor's Warranty requirements as set forth in this Contract;
- (b) Any damages to the Project Site caused by the Work, including but not limited to damage to the landfill cap and systems, existing electrical system, roof or building components or damage that interferes with or lessens production of electricity or the functionality or useful commercial life of the equipment used in the Work, shall be completely remedied and restored to prior condition by Contractor.
- (c) Contractor's Work, including design services, shall comply with GAEP.

6.2. Contractor's warranty excludes remedy for damage or defect caused by abuse by, or modifications executed by, persons other than Contractor, its subcontractors or agents, improper or insufficient maintenance or improper operation by persons other than Contractor, its subcontractors or agents, or normal wear and tear and normal usage, in each case not in accordance with the terms of any applicable operation and maintenance manuals.

6.3. **EXCEPT AS PROVIDED HEREIN, THE WARRANTIES SET FORTH IN THIS SECTION 6 AND IN SCHEDULE A ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS. CONTRACTOR, ITS OFFICERS, EMPLOYEES AND AGENTS, HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING BY CUSTOM OR TRADE USAGE), INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, DESIGN, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONTRACTOR IN PERFORMING ITS OBLIGATIONS HEREUNDER WILL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SET FORTH HEREIN.**

6.4. All claims under or related to this Contract or the Work, including but not limited to warranty claims, shall be made by Owner in writing (a) within thirty (30) days after Owner obtains knowledge of any defect or breach thereof, and, in any event, (b) within five (5) years and thirty (30) days after the last date of Work that is the subject of the claim or Substantial Completion, whichever is later. Any product or Work that is the subject of a warranty claim must be held for Contractor's inspection.

- (a) Upon submission of a claim by Owner or, as set forth in this Section 6.4, and reasonable substantiation of the claim by Contractor, Contractor shall at its option either (i) repair or re-perform the warranted Work or (ii) refund an equitable portion of the amount paid by Owner for the Work subject to the claim.
- (b) **Except as otherwise provided in this Agreement, Contractor shall not be liable to Owner for more than the Contract Sum except to the extent covered by applicable insurance, provided that the foregoing shall not be construed to limit any indemnities provided by Contractor herein.**

7. LIMIT OF LIABILITY. SECTION 6.4 SETS FORTH CONTRACTOR'S ONLY OBLIGATION AND OWNER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY AND OWNER'S EXCLUSIVE REMEDY AGAINST CONTRACTOR AND ITS OFFICERS, DIRECTORS, AND EMPLOYEES FOR ALL CLAIMS ARISING UNDER OR RELATING TO THE CONTRACT OR THE WORK, WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, AND PROFESSIONAL MALPRACTICE,) OR OTHER THEORIES. IN NO EVENT SHALL CONTRACTOR, ITS OFFICERS, EMPLOYEES AND AGENTS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM INTERRUPTION OF BUSINESS OR LOSS OF ANTICIPATED PROFITS, REVENUES, DATA OR BENEFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM (E.G., CONTRACT, TORT, WARRANTY OR OTHERWISE) OF ANY LEGAL OR EQUITABLE ACTION. OWNER'S FAILURE TO SUBMIT A CLAIM AND ABIDE BY THE TERMS PROVIDED IN SECTION 6.4 SHALL SPECIFICALLY WAIVE ALL CLAIMS FOR DAMAGES OR OTHER RELIEF. IN NO EVENT WILL CONTRACTOR'S LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT OR THE WORK, REGARDLESS OF THE FORM OF THE ACTION OR THE ENTITY THAT BRINGS THE ACTION, EXCEED THE CONTRACT SUM EXCEPT TO THE EXTENT COVERED BY APPLICABLE INSURANCE, PROVIDED THAT THE FOREGOING LIMITATION OF CONTRACTOR'S LIABILITY SHALL NOT APPLY TO (i) LIABILITY FOR DAMAGES ARISING OUT OF CONTRACTOR'S ACTS OR OMISSIONS CONSITUTING GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD AS DETERMINED IN A FINAL, NON-APPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION, OR (ii) ANY INDEMNITIES PROVIDED BY CONTRACTOR HEREUNDER.

8. Insurance.

8.1. Contractor shall maintain the following insurance coverage:

- (a) Worker's Compensation Insurance, with statutory limits; and
- (b) A Commercial General Liability Policy ("CGL"), with Completed Operations coverage, which shall provide for limits in the amount of \$1,000,000 dollars for each occurrence and \$2,000,000 in the aggregate.
- (c) Umbrella General Liability Policy ("Umbrella"), which shall provide for limits in the amount of \$5,000,000 dollars for each occurrence and \$5,000,000 in the aggregate.
- (d) Automobile coverage with \$1,000,000 per occurrence and annual aggregate.
- (e) Builder's risk coverage for that portion of the Work owned by Contractor. Contractor acknowledges and agrees that it shall retain title and risk of loss for (i) the equipment and all other materials comprising the Work until title thereto passes to Owner pursuant to the terms hereof, and (ii) its tools and equipment to be used in the Work.
- (f) Owner shall maintain adequate insurance to protect that portion of the Work owned by Owner and shall maintain, at a minimum a CGL Policy in the amount of \$1,000,000 dollars for each occurrence and \$2,000,000 in the aggregate

8.2. Contractor will list Owner, its officials, agents, and employees as additional insured on the Commercial General, Umbrella, and Automobile Liability policies on a primary and non-contributory basis.

9. Force Majeure.

9.1. If the Contractor is delayed at any time in whole or in part in the commencement, progress, or completion of the Work due to any unforeseeable cause or event at, near, or affecting the Project Site that is beyond Contractor's reasonable control including, but not limited to, industrial disturbances, floods, earthquake, accidents, fire, pandemic or epidemic, unforeseeable weather, war, rebellion, civil strife, newly enacted tariffs, outages of the electric grid or cellular service or internet service, or acts of God (a "Force Majeure Event"), which cause or event cannot be prevented, avoided, or removed by Contractor, then the time for commencement, progress, or Contract Time set forth above shall be extended for a time period equivalent to the time period of the delay or a commercially reasonable time if the Force Majeure Event causes additional delays beyond Contractor's control; provided, however, that a change in Contractor's economic circumstances, an increase in prices for labor or materials or the unavailability of materials (except in the event of a newly enacted tariff), labor shortages, failure of equipment otherwise in Contractor's reasonable control, subcontractor defaults, or banking system failures shall not constitute a Force Majeure Event. Contractor shall provide prompt written notice of such event to Owner, and

such changes to time for commencement, progress, or Contract Time shall be documented by Change Order under Section 10 of this Contract.

- 9.2. If the Work is stopped or delayed for a period of ninety (90) days or more due to a continuing Force Majeure Event, then Contractor and Owner shall endeavor to agree to modifications to the Contract Sum and Contract Time for the Work, which shall be reflected in a Change Order as provided in Section 10 of this Contract. If the Work is stopped or delayed for a period of one hundred eighty (180) days, or more, either Party shall be entitled to terminate this Contract without liability for such early termination; provided that upon such termination, the Parties shall cooperate in good faith to determine an equitable allocation of any costs and liabilities incurred as a result thereof.
- 9.3. The Parties acknowledge that either Party's, or both Parties', ability to provide uninterrupted performance may be impacted as a direct consequence of the Covid-19 pandemic. To the extent that either Party is, or both Parties are, unable to perform as set forth in this Contract as a direct result of the Covid-19 pandemic, the Parties will work in good faith to come up with mutually agreeable workarounds prior to invoking Force Majeure.

10. Changes and Change Orders.

- 10.1. Any changes to the Work, the Contract Sum, or the Contract Time will be accomplished only upon the Parties entering into a written change order signed by both the Contractor and the Owner (such modification of this Contract, a "**Change Order**"). If the Change Order modifies the cost or time to complete the Work, the Change Order shall detail the cost of the Change Order work, the updated Contract Sum, and/or the updated Contract Time. Contractor may ask for a deposit of up to twenty percent (20%) of the increase in Contract Sum as reflected in a Change Order prior to start of the Change Order work. This deposit will be credited when Change Order work is invoiced.
- 10.2. Contractor may seek a Change Order if: (i) at least one hundred twenty (120) days have passed since the Effective Date, (ii) the NTP Conditions have not been met due to any cause beyond Contractor's control and NTP has not otherwise been issued by Owner, and (iii) the quoted cost to complete any of the following portions of the Construction Work, individually, increases more than 10% from such portion of the Construction Work's allocation on the SOV issued on the Effective Date: modules, inverters, racking, and medium voltage gear. The Parties shall enter into a Change Order in accordance with this Section to document the changes to the Contract Sum made pursuant to this Section 10.2. The Change Order shall summarize the reasons for the change and detail and substantiate the changes to the Contract Sum. Upon Owner's request, Contractor shall provide additional backup and price breakdown reasonably necessary to explain and justify Contractor's changes to the Contract Sum. In the event

- that Owner does not accept the changes to the Contract Sum made by Contractor pursuant to this Section 10.2 and the Parties do not otherwise agree in writing on changes to the Contract Sum, Owner shall give Contractor written notice of its decision not to accept the changes, this Contract shall terminate upon Contractor's receipt of such notice, and Owner shall pay Contractor in full for all Work performed and expenses incurred related to the Work and Change Orders through the termination date.
- 10.3. Contractor's costs to complete the Work include Contractor's efforts to meet any Federal requirements, including prevailing wage and apprenticeship requirements, necessary to qualify the System and/or the Work for a Federal investment tax credit equal to at least thirty (30%) percent, Contractor shall not be entitled to an equitable adjustment to the Contract Sum to recover such documented additional costs. To the extent that the requirements imposed on Contractor to meet these Federal requirements materially change during the Term the Parties agree to meet and discuss, in good faith, an equitable adjustment to the Contract Sum.
- 10.4. In the event of the occurrence of a delay outside the reasonable control of Contractor, including but not limited to delays by the utility, vendors, and Governmental Authorities, that necessitates an extension of the Contract Time then the Contract Time shall be extended one day for each day of delay caused by such event. In the event such a delay can be avoided or mitigated by incurring additional costs to procure alternate equipment, reduce the time for delivery or provide other relief from the delay, Owner may request a change pursuant to Section 10.1. In no event shall Contractor be required to incur any costs to avoid or mitigate a delay without a duly executed Change Order increasing the Contract Sum to account for such additional costs.
- 10.5. Contractor shall not perform any Change Order work without a properly executed Change Order.

11. Termination and Damages.

11.1. Termination by the Contactor.

- (a) In addition to Contractor's rights to terminate this Contract set forth elsewhere herein, if Owner is in material breach of a provision of this Contract, Contractor shall give Owner written notice that Owner is in default. If Owner fails to cure a payment default within fourteen (14) calendar days of its receipt of such notice, or to commence and continue efforts to cure any other material default within thirty (30) calendar days of receipt of such notice, Contractor may, in addition to any other contractual, legal and equitable remedies it may have, immediately terminate this Contract.
- (b) In the event of termination by Contractor under this section, Owner shall pay Contractor in full for all documented Work performed and expenses incurred related to the Work and Change Orders through the termination date. Owner shall also pay Contractor its reasonable, documented costs and expenses incurred in relation to and as a result of the termination, including Contractor's documented direct damages for breach of contract as determined pursuant to the dispute

resolution processes set forth in Section 12. In no event shall Owner be liable to Contractor for more than the Contract Sum plus Contractor's reasonable, documented, out-of-pocket costs and expenses and direct damages determined pursuant to dispute resolution processes set forth in Section 12.

11.2. Termination by the Owner.

- (a) If Contractor is in material breach of a provision of this Contract, Owner shall give Contractor written notice that Contractor is in default. Grounds for default include but are not limited to Contractor's failure to diligently prosecute the Work, failure to timely pay its subcontractors or suppliers, violation of law or other material breach of the Contract. If Contractor fails to cure a payment default or to commence and continue to continue efforts to cure any other default within fourteen (14) calendar days of receipt of such written notice, Owner may terminate this Contract.
- (b) The Owner shall have the right to terminate this Contract in the event that financing for the Work is not available pursuant to Section 3.9.
- (c) Contractor's liability to the Owner and Owner's remedies related to termination shall be as set forth in Section 6.4 and Section 7. In addition, Owner shall be entitled to take possession of all Work, materials and equipment for which Owner has paid in full.
- (d) In the event of termination by Owner under this section, Owner shall pay Contractor in full for all documented Work performed and expenses incurred related to the Work and Change Orders through the termination date. Thereafter, if the unpaid balance of the Contract Sum exceeds Owner's costs of finishing the Work and other damages incurred by Owner and not expressly waived after termination under this Section, such excess shall be paid to Contractor. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to Owner.

11.3. Termination by Mutual Agreement.

- (a) The Parties may terminate this Contract upon mutual written agreement provided that Owner shall pay Contractor in full for all documented Work performed and expenses incurred related to the Work and Change Orders through the termination date.
- (b) The Parties agree to waive any claims for special, incidental, indirect, consequential, punitive and exemplary damages against the other Party related to or arising out of this Contract, or the Work. This waiver is limited to economic damages asserted as a result of the Contract, including, but is not limited to, damages incurred by Owner for alleged failure of the Work to achieve expected cost savings, for loss of use, income, rental expenses, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. For the avoidance of doubt, the foregoing waiver does not limit any indemnities provided by Contractor hereunder. This expressly excludes any and all claims of personal injury that may arise.

- 11.4. The termination of this Contract for any reason will not affect any other rights or liabilities of the parties that may have accrued prior to the date of termination.
- 11.5. The following survive termination of the Contract: Sections 5.4, 6.4, 7, 11, 12, and 13.

12. Dispute Resolution.

- 12.1. If the Parties become involved in a dispute related to, arising out of, or connected with the Work or Change Order, or this Contract, or the interpretation of any of the foregoing, they shall first attempt to resolve the dispute in mediation, jointly paid for by the parties. The location of any such mediation shall be Rockingham County, New Hampshire.
- 12.2. The prevailing Party in any dispute shall be entitled to recover reasonable, documented, out-of-pocket attorneys' fees and costs from the other Party only pursuant to the prevailing law in New Hampshire.
- 12.3. Nothing in this Contract, however, prevents or prohibits Contractor from filing a mechanics lien in the appropriate Registry of Deeds, complaints in court related to such liens, or other acts necessary to perfect such liens, if and as permitted by applicable law. Contractor reserves the right to file and perfect a lien on the System and agrees to stay such proceeding pending the outcome of mediation and/or binding arbitration, which may include the mechanics lien claim.

13. Indemnity.

- 13.1. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner and its affiliates and their respective officers, directors, employees, agents, consultants, advisors, and representatives from and against claims, damages, losses and expense, including but not limited to reasonable, documented attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the grossly negligent acts or omissions or willful misconduct of Contractor, its agents or subcontractors, or anyone directly or indirectly employed by Contractor, its agents or subcontractors, or anyone for whose acts Contractor, its agents or subcontractors may be liable.
- 13.2. To the fullest extent permitted by law, Owner shall defend, indemnify and hold harmless Contractor and its affiliates and their respective officers, directors, employees, agents, consultants, advisors, and representatives from and against claims, damages, losses and expense, including but not limited to reasonable attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the grossly negligent acts or omissions or willful misconduct of

Owner, or anyone directly or indirectly employed by Owner or anyone for whose acts Owner may be liable (in each case excluding, for the avoidance of doubt, Contractor, its agents and subcontractors).

14. Miscellaneous.

- 14.1. This Contract shall represent the entire integrated agreement between Contractor and Owner with respect to the System and supersedes all prior negotiations, representations or agreements, whether oral or written. This Contract may be amended only by written instrument signed by both Contractor and Owner.
- 14.2. This Contract shall be binding upon the Parties and their respective partners, affiliates, heirs, legal representatives, successors and assigns. No portion of this Contract or any right or obligation thereunder can be transferred or assigned, in whole or in part, whether by operation of law or otherwise, by any Party without prior written consent of the other Parties, which shall not be unreasonably withheld.
- 14.3. Contractor will report and pay all taxes owed by Contractor because of this Contract and the Work rendered by Contractor in accordance with applicable law.
- 14.4. Severability. Whenever possible, each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Contract will be reformed, construed, and enforced in such jurisdiction to effectuate the intent of the parties as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- 14.5. No failure to enforce any provision of this Contract will be deemed a waiver of any right to do so, and no express waiver of any breach will operate as a waiver of any other breach or of the same breach on a future occasion.
- 14.6. Independent Contractor and No Agency. Contractor will perform Work under this Contract as an independent contractor of Owner and not as an agent or employee of Owner. Contractor will at all times be solely responsible for all means, methods, techniques, and procedures used for the Work. Contractor will not be authorized to bind Owner to any obligation to any third party, nor will Contractor represent itself in any respect as having authority to do so.
- 14.7. Counterparts. This Contract may be executed electronically and in counterparts, in which case the signed counterparts together will constitute a single original instrument.
- 14.8. Notices. Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested), or by email (where receipt is confirmed by the intended recipient, excluding automatic reply

messages) to the respective Party at the respective Party's address set forth on Page 1 of this Contract.

- 14.9. Governing Law. This Contract shall be governed by, and construed with, the laws of the State of New Hampshire, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the Parties hereto have caused this Renewable Energy System Installation Contract to be executed as of the Effective Date.

OWNER:

Town of Exeter, a New Hampshire Municipality

Signature

Print Name

Job Title

CONTRACTOR:

ReVision Energy Inc., a Maine Corporation

Signature

Print Name

Job Title

Schedule A: Scope of Work

1 System Details.

Project Site:	9 Cross Road, Exeter, New Hampshire 03833
Owner of Project Site:	Town of Exeter
System Size:	1,776.06 Kilowatts (kW DC)
	1,500 Kilowatts (kW AC)
Estimated Year-1 Productions:	2,351,335 Kilowatt hours (kWh)
Annual Production Derate Factor:	0.5%
Contract Sum:	\$5,227,274.00
Minimum System Deposit (≥20%):	\$475,000.00

2 System Equipment. The above-described System shall include the following equipment:

Photovoltaic Modules	(3036) Q Cells Q.Peak Duo XL G11S/BFG 585 W, or equivalent;
Inverters	(12) Sunny Highpower PEAK3 125-US (SMA)
Racking System	APA Geoballast, or equivalent; and
Online Monitoring & Metering	Also Energy, or equivalent.

3 The Work. The Work shall consist of the work described in the Schedule of Values, the Development Work (as more particularly described below) and the Construction Work (as more particularly described below) for the development and construction of the above-described System.

3.1 The Development Work. The Development Work consists of design, engineering, project development services for the System, including:

- Produce Engineering Documents;
- Obtaining Contractor Approvals in accordance with **Schedule A, Section 5.1**, including compliance with all state and local construction codes and requirements;
- Utility impact study and interconnection application, if any;
- Professional review of Project Site and final System design, including shade analysis;
- PE Stamp for structural engineering review as required by local or state officials. **NOTE: the cost of engineering review is non-refundable.**

3.2 The Construction Work. The Construction Work consists of the provision of all labor, materials and equipment for the construction of the System, including:

- Perform site work necessary for the construction of the System (including trenching, backfilling, regrading, landscaping, and tree removal);

- Install Racking System based on racking manufacturer's specifications and consistent with all industry standards appropriate for installation on a landfill of the type located at the Project Site;
- Install Photovoltaic Modules based on module manufacturer's specifications and consistent with all industry standards appropriate for installation on a landfill of the type located at the Project Site;
- Install Inverters based on inverter manufacturer's specifications and consistent with all industry standards appropriate for installation on a landfill of the type located at the Project Site;
- Install all other required materials and perform electrical work necessary to mount and wire the System, including all disconnects, fusing, and metering consistent with all industry standards appropriate for installation on a landfill of the type located at the Project Site;
- Provide assistance in filing for state funded solar rebate program, as available;
- Complete Contractor's Solar PV System Commissioning Report;
- Provide Owner with copies of all applicable manufacturers warranties and product manuals;
- Provide training to enable Owner to operate and monitor the System, and to review the measurement and allocation of energy credits by the local utility; and
- Provide assistance with linking online monitoring system to Owner's website for production review and marketing purposes.
- Develop, maintain and provide to Owner records of all applicable wages and apprenticeships associated with the project. Upon request, provide support to Owner as it prepares, submits and answers questions associated with its application to the IRS for Direct Payment of the maximum eligible ITC;

3.3 Exclusions from Work. The following tasks, where applicable, shall be performed by others and are expressly excluded from the scope of Work for this Contract:

- Owner Approvals pursuant to **Schedule A, Sections 5.1 and 5.3**;
- Repair or replacement of existing site conditions, including but not limited to landfill systems.
- PE stamped site plans and/or boundary survey if required by planning board or other entity;
- Performance and/or Payment Bonding.

3.4 Compliance. The Work shall comply, where applicable, with the following Codes and Standards:

- Applicable edition of NFPA 70, National Electric Code;
- Applicable Underwriters Laboratories (UL) equipment standards (UL 1703 (PV Modules) & UL 1741 (Inverters));
- All electric equipment and materials shall be UL or Electrical Testing Labs (ETL) listed;
- All major PV electric components shall be Clean Energy Council (CEC)-approved.

- Institute of Electrical and Electronics Engineers (IEEE) Standard 929-2000 (Utility Interconnection);
- Applicable utility connection standards and procedures as outlined in the Utility System Impact Study and Interconnection Agreement; and
- Applicable local building codes and standards.
- Federal prevailing wage and apprenticeship requirements to qualify the System and/or the Work for a Federal Section 48 investment tax credit (ITC) equal to the six percent (6%) base rate as well as the full available bonus rate for a total ITC of not less than thirty percent (30%). In addition, and as may be applicable, assist with the documentation required for (1) the 10% domestic content bonus and (2) the 10% brownfield (Energy Communities) bonus.

4 Contract Sum Allowances and Exclusions.

4.1 Allowances. The following allowances, where applicable, are included in the Contract Sum, and expenses in excess of the allowance shall be the Owner’s responsibility and are expressly excluded from the Contract Sum for this Contract:

- Civil/environmental permitting approval expenses, including applications fees: \$125,418.00;
- Site preparation costs, including tree removal, to achieve solar readiness and comply with civil/environmental permits: \$281,339.00;
- Fees for utility interconnection and net metering applications to the local electric utility, and related studies: \$19,600.00;
- Cost of interconnection to local electric utility’s distributions system (including utility required metering and telemetering), utility infrastructure upgrades, and ongoing utility operational expenses, if any, based on studies by the utility as of the Effective Date: \$338,474.00;

4.2 Excluded Costs. The following expenses, where applicable, shall be the Owner’s responsibility and are expressly excluded from the Contract Sum for this Contract:

- Costs associated with component requirements and/or installation specifications not set forth as an inclusion in Section 3.1 or 3.2 above;
- Fees associated with an energy audit that may be required in order to qualify for state rebate or other incentive programs;
- Local (Town) permitting expenses; and
- Costs and fees associated with Performance and/or Payment Bonding.

4.3 Summary of Allowances Excluded Costs.

Item	Allowances	Excluded Costs
Civil/Environmental Permitting	\$125,418.00	Any additional
Site Preparation	\$281,339.00	Any additional

Utility Application and Study Fees	\$19,600.00	Any additional
Utility Interconnection and Upgrade Costs	\$338,474.00	Any additional
Other Exclusions in Section 4.1		Any additional
Subtotal	\$764,831.00	

5 Building and Electrical Permitting, Utility Interconnection and Other Approvals.

5.1 Approvals. Each Party shall be responsible for obtaining and paying the cost of the following permits, easements, studies, licenses and approvals required to perform the Work (the “Approvals”) as set forth in the following table:

5.2

Approval:	Responsible Party:	Note:
Building Permit	Contractor	
Electrical Permit	Contractor	
Local Approvals	Contractor	Land Use, Occupancy, Environmental
State Approvals	Contractor	Land Use, Occupancy, Environmental
Federal Approvals	Contractor	Land Use, Occupancy, Environmental
Utility Interconnection Agreement	Contractor	Distribution and Transmission, Scada
Net Energy Billing Agreement	Contractor	
(other)		

Each Party shall cooperate with the other Party's reasonable requests to assist in applying for and obtaining Approvals; it being understood that Contractor's labor for performing this aspect of the Work is included in the Contract Sum. Additionally, Contractor shall work with Owner to complete and submit Owner's application for the Federal ITC as well as rebate proceeds under the New Hampshire Public Utility Commission administered Commercial & Industrial (C&I) Solar Incentive Program on Owner's behalf.

5.3 Owner Approvals. Owner shall be solely responsible for identifying and obtaining any other approval required to own or operate the System that is not set forth in **Schedule A, Section 5.1** above, the cost and scope of which are excluded from the Contract Sum and Contractor's scope of Work. Owner shall be solely responsible for determining the acceptability of Approvals, including agreeing to any terms, conditions or other requirements arising out of or set forth in such Approvals.

6 Contractor's Warranty Coverage.

6.1 For a period of five (5) years following installation, Contractor will repair or replace, at no cost to Owner, equipment sold to Owner by Contractor. Repairs shall be made in accordance with the terms of the equipment manufacturer's warranty, if applicable, and Owner shall use commercially reasonable efforts to assist and

support Contractor in making any warranty claims necessary. Thereafter, Contractor shall service warranties of manufacturers of equipment sold to Owner by Contractor, but Owner shall pay the reasonable, documented costs for such service at Contractor's then-applicable standard labor rates, plus shipping and any other reasonable, documented costs involved in servicing the manufacturer's warranties.

- 6.2** For a period of five (5) years following installation, Contractor warrants its workmanship in connection with equipment installed by Contractor (or subcontractors or agents thereof), and Contractor shall service the equipment and make any required repairs arising from or in connection with the Work (excluding repairs arising as a result of faulty or defective equipment purchased by Owner from a supplier other than Contractor, which are governed by Section of this **Schedule A**) at no cost to Owner. Thereafter, Contractor shall make any such repairs, but Owner shall be responsible to pay the reasonable, documents costs for such repairs at Contractor's then-applicable standard labor rates.
- 6.3** Owner shall pay all reasonable, documented costs, including those for labor (at Contractor's then-applicable standard rates), equipment and materials, incurred by Contractor to repair or service equipment installed by persons other than Contractor (or subcontractors or agents thereof), provided that if Owner purchased such equipment from Contractor, then it shall be warrantied in accordance with Section of this **Schedule A** (unless the manufacturer has voided or will not honor the manufacturer's warranty as a result of such third-party installation, in which case Section of this **Schedule A** shall not be applicable).
- 6.4** Owner shall pay the reasonable, documented costs, including those for labor (at Contractor's then-applicable standard rates), equipment and materials, incurred by Contractor to service any equipment or make any required repairs if and to the extent arising from faulty or defective equipment purchased by Owner from a supplier other than Contractor, provided that if Contractor (or subcontractors or agents thereof) installed such equipment, then Contractor's workmanship in connection therewith shall be warrantied in accordance with Section 6.2 of this **Schedule A**.
- 6.5** Owner shall pay all reasonable, documented costs, including those for labor (at Contractor's then-applicable standard rates), equipment and materials, incurred by Contractor if and as necessary to service the System as a result of issues arising from failure of, or problems with the availability of internet or cellular service. In no case shall Contractor be responsible for any costs caused by failure of internet or cellular service.

7 **Engineering Documents.** The following attached documents are incorporated by reference into the Scope of Work as if stated in full herein:

- 7.1** Site Map - **Schedule A-2**;

7.2 One Line Diagram - **Schedule A-3**; and

7.3 Electricity Production Estimate - **Schedule A-4**.

- 8 **Safety Conditions.** Contractor will comply with OSHA requirements as may be required by applicable law and will monitor its work practices to prevent accidents and maintain safe and healthful working conditions. Contractor will be solely responsible for providing a safe place to work for Contractor's employees, subcontractors, materialmen, vendors, and delivery persons, and for safeguarding them from all hazards, whether or not related to Owner's operations or to performance of the Work. Contractor will continually and diligently inspect all Work to discover any conditions which might involve hazards, and Contractor will be solely responsible for discovery and correction of any such conditions caused by its Work.
- 9 **Storage and Housekeeping.** Contractor will prevent the accumulation of waste materials and trash on and around the worksite throughout performance of the Work. Contractor will store all construction materials and equipment in a safe and neat manner. Upon completion of the Work, Contractor will remove all tools, equipment, machinery, surplus materials, waste materials, and trash from on and around the worksite.
- 10 **Commissioning.** Promptly upon completion of the commissioning of the System, Contractor shall submit to Owner a Commissioning Report.
- 11 **Excluded Materials.** Contractor shall not introduce Excluded Materials to the Project Site or Work and shall remove any Project-Related Excluded Materials.

Schedule A-1: Schedule of Values



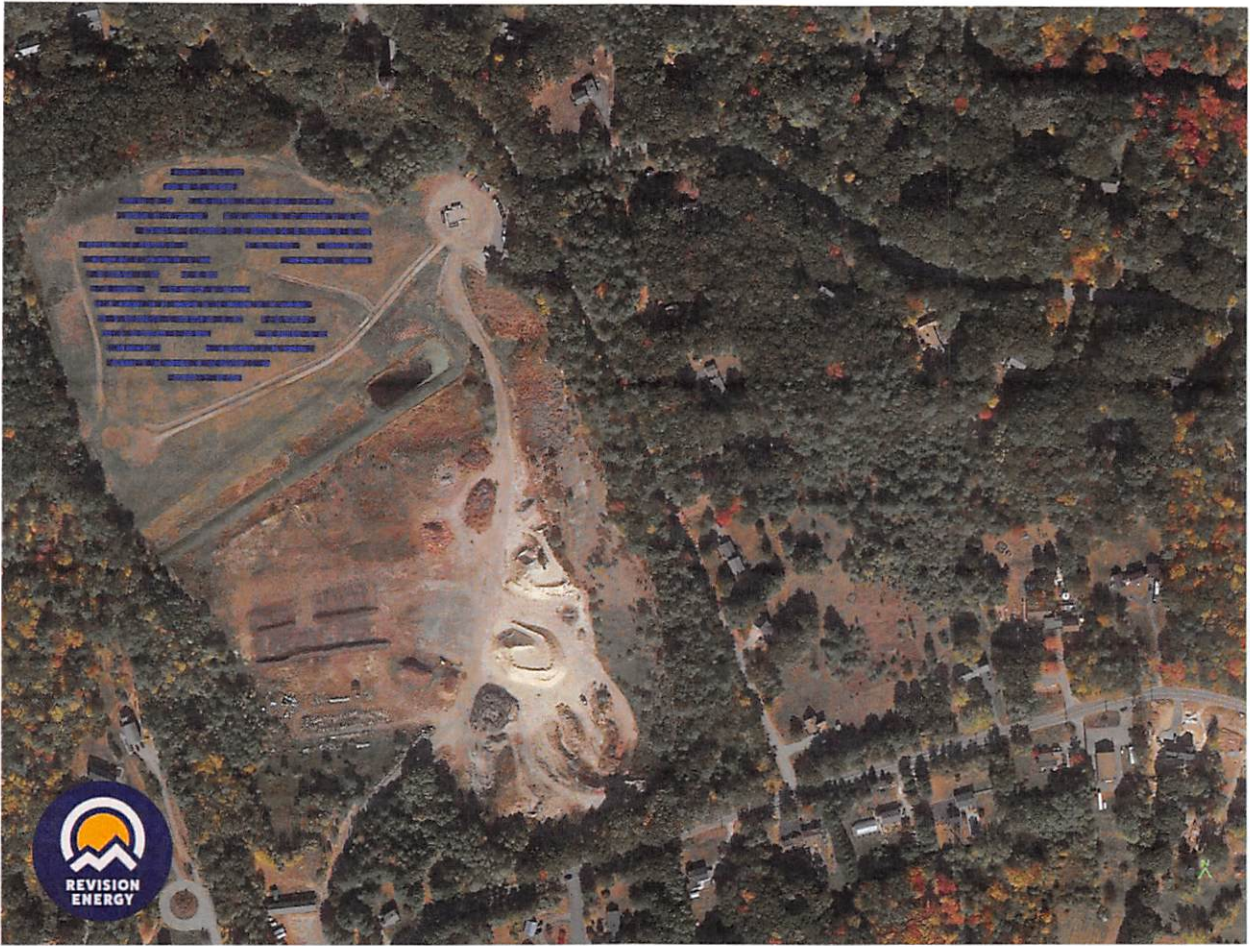
Schedule of Values

Town of Exeter Landfill							Payment Application Number:		Period Thru:	
A	B	C	D	E	F	G	H	I	J	
Spec Section	Description of Work	Scheduled Value	Percent of Total	Work Completed		Materials Stored (Not in Work Completed) <small>(Not in E or F)</small>	Total Completed and Stored to Date <small>(E + F + G)</small>	% Complete <small>(H / C)</small>	Balance to Finish <small>(C - H)</small>	
				Previous Periods	This Period					
	Development	\$ 281,240.00	5%	\$ -	\$ -	\$ -	\$ -	0%	\$ 281,240.00	
	Design and Engineering	\$ 129,479.00	2%	\$ -	\$ -	\$ -	\$ -	0%	\$ 129,479.00	
	Permitting	\$ 125,418.00	2%	\$ -	\$ -	\$ -	\$ -	0%	\$ 125,418.00	
	Utility Upgrade Costs	\$ 338,474.00	6%	\$ -	\$ -	\$ -	\$ -	0%	\$ 338,474.00	
	Site Prep	\$ 281,339.00	5%	\$ -	\$ -	\$ -	\$ -	0%	\$ 281,339.00	
	Buy Solar Modules	\$ 937,760.00	18%	\$ -	\$ -	\$ -	\$ -	0%	\$ 937,760.00	
	Install Solar Modules	\$ 339,946.00	7%	\$ -	\$ -	\$ -	\$ -	0%	\$ 339,946.00	
	Buy Inverters	\$ 90,246.00	2%	\$ -	\$ -	\$ -	\$ -	0%	\$ 90,246.00	
	Install Inverters	\$ 169,857.00	3%	\$ -	\$ -	\$ -	\$ -	0%	\$ 169,857.00	
	Buy Solar Racking	\$ 834,900.00	16%	\$ -	\$ -	\$ -	\$ -	0%	\$ 834,900.00	
	Install Solar Racking	\$ 528,984.00	10%	\$ -	\$ -	\$ -	\$ -	0%	\$ 528,984.00	
	Electrical	\$ 729,846.00	14%	\$ -	\$ -	\$ -	\$ -	0%	\$ 729,846.00	
	Fencing	\$ 107,965.00	2%	\$ -	\$ -	\$ -	\$ -	0%	\$ 107,965.00	
	Project Management	\$ 73,092.00	1%	\$ -	\$ -	\$ -	\$ -	0%	\$ 73,092.00	
	Commissioning	\$ 258,728.00	5%	\$ -	\$ -	\$ -	\$ -	0%	\$ 258,728.00	
Total Values		\$ 5,227,274.00	100%	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,227,274.00	

PO BOX 6 Liberty, ME 04049 (207) 589-4171	758 Westbrook St South Portland, ME 04106 (207) 221-6342	7 Commercial Dr Brentwood, NH 03833 (603) 679-1777	78 Main Street Enfield, NH 03748 (603) 632-1263	1980 Turnpike St Building #2 N.Andover, MA 01845 (978) 308-9041
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www.ReVisionEnergy.com

Schedule A-2: Site Map



Schedule A-3: One Line Schematic Diagram

Omitted by agreement of Parties

Schedule A-4: Electricity Production Estimate

Year	Production
1	2,351,335
2	2,339,578
3	2,327,880
4	2,316,241
5	2,304,660
6	2,293,137
7	2,281,671
8	2,270,262
9	2,258,911
10	2,247,617
11	2,236,379
12	2,225,197
13	2,214,071
14	2,203,000
15	2,191,985
16	2,181,025
17	2,170,120
18	2,159,270
19	2,148,473
20	2,137,731
21	2,127,042
22	2,116,407
23	2,105,825
24	2,095,296
25	2,084,819
26	2,074,395
27	2,064,023
28	2,053,703
29	2,043,435
30	2,033,218
31	2,023,051
32	2,012,936
33	2,002,872
34	1,992,857
35	1,982,893

Schedule A-5: Form of Notice to Proceed

FORM OF NOTICE TO PROCEED

Deliver to: (Contractor)	ReVision Energy Inc
By Owner:	●
Project Site:	●
“PV System” Size (kW dc)	●
Partial Lien Waivers Required	No
Notice Date:	●

Contractor is hereby notified to proceed with all of the Work on the System identified above. Upon receipt of this Notice, Contractor is responsible for performing the Work in accordance with the Contract between Owner and Contractor dated on or about _____, 20__.

OWNER:

CONTRACTOR:

(Receipt of this Notice to Proceed is hereby acknowledged);

REVISION ENERGY INC.

By: _____

By: _____

Print Name: _____

Print Name: Fortunat Mueller

Title: _____

Title: President

Date: _____

Date: _____

**ATTACHMENT 1: FORM OF SUBSTANTIAL COMPLETION CERTIFICATE AND
REQUEST FOR PERMISSION TO OPERATE**

**FORM OF SUBSTANTIAL COMPLETION CERTIFICATE
AND
REQUEST FOR PERMISSION TO OPERATE**

Deliver to: (Owner)	●
By Contractor:	ReVision Energy Inc
Project Site:	●
“PV System” Size (kW dc)	●
Date:	●

This Substantial Completion Certificate and Request for Permission to Operate is being delivered by ReVision Energy Inc., a Maine corporation (the “**Contractor**”) to _____ (the “**Owner**”) pursuant to Section 4.5 of that certain Renewable Energy System Installation Contract (the “**Contract**”), which was entered into by Contractor and Owner on the ___ day of _____, 20__.

1. Contractor certifies to Owner that:
 - a. The System is mechanically, electrically, and structurally constructed in accordance with all of the requirements of the Agreement and associated Scope of Work and all Change Orders (except for items on the Final Punch List);
 - b. The System is fully grid-interconnected, with interconnection approval from the local utility, and has been installed in compliance with the requirements of the local distribution utility;
 - c. The System has undergone all necessary inspections and received all necessary approvals and permission to operate from all utilities and authorities having jurisdiction;
 - d. The electrical inspection certificate for the System has been obtained; and
 - e. The System can be used continuously for its specified purpose as described in the Agreement and is capable of operating safely in accordance with all applicable laws.
2. Contractor hereby requests that Owner provides written direction for the System to be placed in service.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Contract.

[Signatures to follow.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Substantial Completion as of _____, 20__.

CONTRACTOR:

REVISION ENERGY INC.

By: _____

Print Name: Fortunat Mueller

Title: President

Date: _____

By providing its countersignature below, Owner hereby acknowledges its receipt of this Substantial Completion Certificate and Request for Permission to Operate and provides its written direction to Contractor for the System to be placed in service. This countersignature shall be effective as of the date below such countersignature and shall constitute the "Owner PTO" for purposes of Section 4.6 of the Contract.

OWNER:

By: _____

Print Name: _____

Title: _____

Date: _____