



**PRAIRIELAND ENERGY, INC**

**REQUEST FOR PROPOSAL (RFP)**

**To**

**Design, Build, Operate and Maintain Solar Projects at Specified Locations  
At**

**The University of Illinois Chicago**

**Issued Monday, December 19, 2022**

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**Proposals must be received before 2:00 PM CST  
Thursday, March 9, 2023**

**Send proposals to:**

**PrairieLand Energy, Inc.**

**Attn: Kevin Chalmers**

**[kchalmer@uillinois.edu](mailto:kchalmer@uillinois.edu)**

**Phone: (217) 244-3678**

Vendor Submitting Offer: \_\_\_\_\_

PrairieLand Energy, Inc. (PEI) is an Illinois corporation formed in 1996. PEI is solely owned by the Board of Trustees of the University of Illinois and functions as a University Related Organization. PEI's primary mission is to provide energy commodities to the University of Illinois Urbana-Champaign, Chicago, and Springfield, as well as regional campuses in Peoria and Rockford, Illinois. PEI procures energy commodities (primarily electricity and natural gas), which is subsequently resold to the Universities and regional campuses for their consumption.

**Brief Description:**

PEI is seeking Proposals from qualified firms ("Proposers") to design, build, operate, and maintain (2) rooftop solar projects at the University of Illinois Chicago, with a corresponding twenty (20) year Power Purchase Agreement (PPA). Pricing must be inclusive of all costs including development, engineering, construction, operations, and maintenance costs associated with the project, but not limited to. Detailed requirements in subsequent sections of this solicitation.

Proposers should provide technical bids for each installation and complete the pricing template for each of the 3 pricing bid types for each category; (1) - delivered solar project energy, (2) - bundled solar project energy including the Solar Renewable Energy Certificates (RECs), and (3) - delivered solar project energy that includes alternative Renewable Energy Certificates (RECs).

The Proposer shall have demonstrable experience installing and servicing Solar Photovoltaic systems. The Proposer or selected contractor shall install, operate, and maintain the equipment with competent and experienced workmen. The solar panels shall be manufactured and supplied by a company regularly engaged in the business of furnishing solar electrical generating systems and is in compliance with the U.S. Trade Policy .

Proposers are to provide a detailed schedule outlining all work to be performed, starting from the Notice of Award Date through the Commercial Operation Date (COD), projecting when all aspects of the projects will be started and completed, from PPA negotiations to COD and beyond if necessary. (Note: work will not commence until contract is executed by all parties). Once the project has been staffed, the job will remain so until completed. Work shall be performed during standard industry hours and in compliance with all holidays.

Proposer Responsibility: In no way shall the Proposer/manufacturer/contractor be relieved of the primary responsibility to provide a safe, code compliant, fully functional system.

Codes and Standards Compliance: PEI will only consider proposals from Proposers who demonstrate that their units are sited in an environmentally responsible manner and in compliance with applicable local, state and federal laws and regulations.

**Please read the entire solicitation package and submit your response in accordance with the instructions.**

All forms and signature areas contained in the solicitation package must be completed in full and submitted as part of your response. To provide uniformity, all information submitted must clearly refer to the page number, section or other identifying reference in this solicitation. All information submitted must be noted in the same sequence as its appearance in the solicitation document.

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, PEI and the University of Illinois do not discriminate in employment, contracts, or any other activity.

## 1. Schedule and Instructions for Submitting Responses

### SCHEDULE

**All times listed are Central Time (CST). Refer to the following schedule for all times and dates, the schedule may be subject to change:**

Issuance of RFP		Monday	December 19, 2022
RSVP for Conference	2:00 P.M.	Wednesday	January 11, 2023
Pre-Proposal Conference	1:00 P.M.	Wednesday	January 25, 2023
Deadline for RFP Questions	5:00 P.M.	Monday	February 6, 2023
Distribution of Q&A		Thursday	February 16, 2023
Proposal Due Date	2:00 P.M.	Thursday	March 9, 2023
Selection of Top Proposers		Thursday	March 30, 2023
Top Proposer Site Visit		Thursday	April 13, 2023
Alternate Site Visit Date		Thursday	April 20, 2023
Selection of Vendor(s)		Friday	May 12, 2023

**1.1 Responding to the Solicitation:** Follow these instructions carefully. Provide your response to each item requested. If the information requested does not apply to the Vendor's situation, then enter "N/A". **Failure to provide the requested information may result in disqualification.** Companies interested in submitting a proposal will email [kchalmer@uillinois.edu](mailto:kchalmer@uillinois.edu) to request access to Box, there proposers can access roof and electrical documents, pricing template and upload the required proposal packs.

**1.2 Solicitation Contact:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, do not discuss this solicitation, directly or indirectly, with any University employee other than the Solicitation Contact. Suspected errors in the solicitation should be immediately reported to the Solicitation Contact. PEI shall not be held responsible for information provided by any person other than the Solicitation Contact.

Kevin Chalmers  
PrairieLand Energy Inc.  
807 S. Wright St. Suite 340  
Champaign, IL 61820

Phone: (217) 244-3678  
Email: [kchalmer@uillinois.edu](mailto:kchalmer@uillinois.edu)

**1.3 Vendor Questions / PEI or University Responses:** All questions / concerns regarding this solicitation, including specifications, other than those raised at any conference held regarding this solicitation, must be in written form and submitted to the Solicitation Contact and are due per the schedule in section 1. Questions received and PEI responses may be posted as an addendum to the original solicitation; only these written responses to questions may be added to the original RFP. Vendors are responsible for monitoring revised addenda and other updates.

**1.4 Pre-Proposal Conference and Site Visits are NOT required (BUT STRONGLY RECOMMENDED) to submit a proposal :**

**Location: University of Illinois Chicago, Student Services Building, Conference Room A 1200W. Harrison St., Chicago IL 60612**

PEI and UIC representatives hold a conference to answer any questions regarding the services requested or proposal procedures. **Attending the Pre-Proposal conference is optional. All cost directly incurred by proposer to attend pre-proposal conference is solely the responsibility of each individual proposer.**

Prospective Proposers planning to attend the pre-proposal conference and site visits, must RSVP to Andy Mitchell at [andrewmm@uic.edu](mailto:andrewmm@uic.edu) with firm name and number of attendees. A maximum of two (2) representatives from each firm may attend.

Directly following the pre-proposal conference there will be a site walkthrough at both **RoofTop locations**, for Proposers to carefully examine the areas, familiarize themselves with the existing conditions and satisfy themselves as to the nature and scope of the work to be done and the difficulties that attend its execution. Representatives of the University will be present to answer any questions regarding the services requested or proposal procedures.

**Mandatory site Visit:**

A mandatory site visit will be required for proposers that have been selected to participate in the final round for experts and engineers to inspect the roof structures and electrical systems to evaluate and verify as described in Section 4.3.1. Time and date TBD and proposers will be contacted by PEI representative.

**Any material submitted in response to this RFP becomes the property of PEI upon delivery.**

**1.5 Format:** The Proposal will consist of (4) packets as listed in the table below;

Subject Matter	Delivery	# of Files	File Format
<b>Packet 1 - Technical Proposal</b> - Description of Supplies and Services (Section 4), Supplemental Terms and Conditions (Section 6), and References (Section 8)	Individually	1	PDF
<b>Packet 2 - Pricing Proposal</b> (Section 5) and Attachment A – UIC Solar Pricing Template	Individually	1	Excel
<b>Packet 3 - Business Enterprise Program for Minorities, Females, &amp; Persons with Disabilities Participation and Utilization Plan and Letter of Intent</b> (Section 1.10)	Individually	1	PDF
<b>Packet 4 - Public Records and Requests for Confidential Treatment</b> (Section 1.12) and (Section 7)	Individually	1	PDF

**1.6 Due Date, Time, Address and Requirements for Submission of Responses:** All responses are required to be in electronic format, clearly marked with the company submitting the response and the packet number (Ex: ABC Company - Packet 1). Provide all requested files in PDF and Excel formats within their respective Packet as listed in the chart in section 1.5 and upload to “Box” by the specified Due Date and Time. **Proposals received after the time specified in the RFP will not be considered.**

- 1.7 Uniformity:** To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the section reference numbers in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP. PEI reserves the right to waive minor variances or irregularities.
- 1.8 Late Submissions:** Responses submitted late will not be considered. The Vendor is responsible for ensuring that their response is received at the time, date, and place specified. All times are listed in Central Standard Time (CST).
- 1.9 Response Firm Time:** The response must remain firm for 240 days from the date of the Vendor Selection.
- 1.10 Business Enterprise Program for Minorities, Females and Persons with Disabilities Participation and Utilization Plan:**  
 This solicitation contains a goal to include **30%** businesses owned and controlled by minorities, females and persons with disabilities and a **3%** Veteran Small Business in the State’s procurement and contracting / subcontracting processes. All questions regarding any subcontracting goal must be directed to the Solicitation Contact.

Proposers **must** complete and attach the BEP Utilization Plan and Letter of Intent which can be found at: <https://cei.illinois.gov/business-enterprise-program/compliance.html>. **Failure to submit a Utilization Plan as instructed may render the vendor’s submission non-responsive.**

The Business Enterprise Program (BEP) utilization goal is based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, PEI will award this contract to a vendor who meets the entire contract goal, made good faith efforts toward meeting the entire goal, or made good faith efforts towards meeting a portion of the goal. The assigned goal is also applicable to renewals and change orders within the scope of work.

A “good faith effort”, among other factors included in the Utilization Plan (“U-Plan”), requires the bidding vendor to access the registered BEP Vendor Database at: <https://cms.diversitycompliance.com/> and complete the following:

1. Select “BEP and/or VBP Certification Directory”
2. Search the *Registered Vendor Directory* by:
  - a. Selecting the applicable certifications which have goals included in the solicitation;
  - b. Adding the applicable NIGP code(s). NIGP Codes are added by:
    - I. Selecting “Click to Lookup Commodity Codes”
    - II. Searching each applicable NIGP code individually and using the “Add” action to include the NIGP Commodity Code(s) in the respondent’s vendor search.

Visit <https://www2.illinois.gov/cms/business/sell2/bep/pages/default.aspx> for complete requirements for BEP certification.

All certified vendors meeting the selected search parameters will appear and can be exported to an Excel spreadsheet. The spreadsheet will include email contacts which enables a respondent to solicit BEP participation by copying and pasting all registered vendor contacts into one email which can be distributed to all registered vendors simultaneously. To be considered as having

completed a “good faith effort,” the respondent must contact 100% of all vendors registered under these commodity codes and enter their responses in the BEP Utilization Plan (U-Plan). In order to show “good faith effort,” respondents must document all contacts and responses (telephone, e-mail, fax, etc.) with BEP registered vendors regarding the solicitation of BEP certified vendors within the specific scope of work. Include this information in the U-Plan’s Efforts Contact Log.” **To ensure response is in full compliance, thoroughly review the U-Plan document before submission with your proposal.**

- 1.11 Employment Tax Credit:** The State of Illinois encourages prospective Vendors to consider hiring qualified Veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances. If you hire qualified Veterans and / or certain ex-offenders, you may be eligible for tax credits (30 ILCS 500/45-67 & 45-70). Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.

**Public Records and Requests for Confidential Treatment:** Responses to the solicitation become the property of PEI. All responses will be subject to the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules. However, we will consider requests for confidential treatment under FOIA. A request for confidential treatment will not supersede PEI’s legal obligations under FOIA. PEI will not honor requests to keep entire responses confidential. Vendors must show the specific grounds in FOIA or other law or Rule that support application of confidential treatment. Regardless, the University will disclose the successful Vendor’s name, the substance of the response and the price. If Vendor requests confidential treatment, Vendor must submit an additional copy of the response with the proposed confidential information redacted. This redacted copy must tell the general nature of the material removed and shall retain as much of the original response as possible. In Section 9 of the Response, Vendor shall list the provisions, identified by section number, for which it seeks confidential treatment and identify the statutory basis under Illinois or other applicable law and include a detailed justification for exempting the information from public disclosure. Vendor will hold harmless and indemnify PEI and the University for all costs or damages associated with the University honoring Vendor’s request for confidential treatment. Vendor agrees PEI and or the University may copy the response to facilitate evaluation, or to respond to requests for public records. Vendor warrants that such copying will not violate the rights of any third party.

- 1.12 Reservations:** Vendor must read and understand the solicitation and tailor the response and all activities to ensure compliance. PEI reserves the right to amend the solicitation; reject any or all responses; award by item, group of items, or grand total; and waive minor defects. PEI may request a clarification, inspect Vendor’s premises, interview staff, request a presentation, or otherwise verify the contents of the response, including information about subcontractors and suppliers. PEI may request best and final offers when appropriate. PEI will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of PEI and the University. Failure to comply with requests for information or cooperate may result in the response being deemed non-responsive to the solicitation. Submitting a response does not entitle a Vendor to an award or contract. PEI is not responsible for and will not pay any costs associated with the preparation and submission of any solicitation response. Awarded Vendor(s) shall not commence, any work prior to the date all parties execute the contract.

- 1.13 Disclaimer:** This RFP is a request for proposal only. All proposals will be treated as offers to enter into a contract with PEI. We reserve the right to reject any and all proposals, or portions thereof, and to request any additional information deemed necessary to supplement or clarify any such proposal. We further reserve the right to conduct negotiations concerning any and all aspects of

each proposal or portion thereof. The acceptance of a proposal is subject to the execution of a written contract satisfactory to both parties. The notice extends the response firm time until the parties sign a contract or determine not to sign a contract. If negotiations do not result in an acceptable agreement, PEI shall reject the response and may begin negotiations with another vendor.

- 1.14 Financial Performance:** Awarded Vendors must, at all times including during any resulting contract, have financial resources sufficient, in the opinion of PEI, to ensure performance of the contract (see Proposer credit requirements in section 5.4.1.4). Vendor must provide proof upon request. PEI may require a performance bond if, in the opinion of PEI, it will ensure performance of the contract. If the Vendor fails to meet the Terms & Conditions of the contract, the Vendor would be considered to be in default.
- 1.15 Best and Final Offer:** PEI reserves the right to request a best and final offer from the finalist respondent(s) if it deems such an approach necessary. In general, the best and final offer would consist of updated costs, as well as answers to specific questions that were identified during the evaluation of proposals. If PEI chooses to invoke this option, proposals would be re-evaluated by incorporating the information requested in the best and final offer document, including costs, and answers to specific questions presented in the document. The specific format for the best and final offer would be determined during evaluation discussions. Turnaround time for Proposers to respond to a best and final offer request will not exceed five (5) business days.
- 1.16 Right to Inspect:** PEI reserves right to inspect and investigate thoroughly the establishment, facilities, financial reports and records, equipment, business reputation, environmental compliance, impact, safety and other qualifications of the Proposer and any proposed Subcontractors and to reject any Proposal irrespective of price if it shall be administratively determined that the Proposer is deficient in any of the essentials necessary to assure acceptable standards of performance. PEI reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this RFP.

## **2. Evaluation and Award of the contract:**

**2.1 Evaluations of Proposals:** Proposals will be evaluated, based on the following criteria. PEI reserves the right to modify the criteria, which it considers to be in its best interest and in the best interest of the University of Illinois Chicago.

### **2.1.1 Overall quality and completeness of response, including:**

- A. Overall program plan for performing the required services.
- B. Maximized generation values and a minimum guaranteed annual generation of 90%.
- C. Space Use Efficiency: maximizing production per square foot needed for solar system
- D. Compliance with the RFP specifications and university Facility Standards.
- E. Proposed equipment quality and anticipated power production curves.

### **2.1.2 Ability to perform the requested services, as reflected by:**

- A. Qualifications and abilities of personnel proposed to be assigned to perform the services; and specific experience in providing the requested services.
- B. Technical training, education, and general experience.
- C. Business Enterprise Program for Minorities, Females and Persons with Disabilities Participation and Utilization Plan including estimated participation % of meeting the goal.

**2.1.3 Qualifications of Proposers:**

- A. Financial Background: adequacy of financial resources
- B. Corporate Structure
- C. Number of years in market
- D. Debt rating / credit rating
- E. Willingness to provide credit support (if needed)
- F. References: favorable recommendations from referenced clients

**2.1.4 Pricing:**

- A. \$ per MWh based on the total bid cost
- B. Buy-out Option availability
- C. Termination Values
- D. Cost to remove the system at the end of the 20 year term

**2.2 Evaluation:** All Proposals will be evaluated by an evaluation team. Based on this evaluation, PEI will determine the award of the Contract. PEI will award the Contract to the responsible proposer whose Proposal is determined to be the most beneficial to PEI, taking into consideration expertise, performance, completion, price and the evaluation factors set forth in this RFP. Completeness, clarity and conciseness of proposals will be a consideration in evaluating the responses. If PEI finds a failure or deficiency, PEI may reject the response or reflect the failure or deficiency in the evaluation as appropriate.

**2.3 Proposer Presentations:** PEI reserves the right to, but is not obligated to request and require that any or all Proposers provide a formal presentation of its Proposal at a date and time to be determined mutually. If a presentation is required, it is anticipated that such presentation would not exceed three (3) hours. No Proposer will be entitled to be present during, or otherwise receive any information regarding any presentation of any other Proposer.

**2.4 Competence and Qualification:** PEI will award the Contract to the Proposer who has, in the opinion of PEI, best demonstrated competence and qualification for the type of product and service required at fair and reasonable prices and whose Proposal is deemed to be in the best interest of PEI. The contents of the proposal of the successful Proposer may become contractual obligations if a contract is accepted and signed by both parties. Failure of the successful Proposer to accept these obligations in a contract may result in cancellation of this award and such Proposer may be removed from future solicitations. Under these conditions, PEI reserves the right to award this RFP to the next ranking Proposer. PEI will demonstrate "good faith" in reaching a mutually acceptable contractual agreement. Notwithstanding this, there are certain conditions that are unacceptable to PEI.

**2.5 Unacceptable conditions include, but are not limited to the following:**

- Clauses requiring PEI to indemnify and hold harmless the successful respondent.
- Clauses that unduly restrict or place unacceptable claims of ownership on data which are the subject of the agreement/contract.

**2.6 Multiple Awards:** PEI will evaluate proposals on the basis of category (rooftops), based on the evaluation criteria herein. PEI reserves the right to award one or more of the categories to one or more of the Proposers (maximum of 1 category and 2 Proposers).



### 3. Proposer’s Checklist for Submission of Response

This checklist is provided as a tool to aid vendors in submitting a complete response in compliance with the solicitation. Mark each item as appropriate. Failure to meet all solicitation requirements may be cause for disqualification.

**3.1 Solicitation Review:** We have reviewed the entire solicitation, including all referenced documents, instructions and any applicable revisions (addenda) to the solicitation. We have completed all blanks and provided all required information.

**3.2 Response Submission:** We have enclosed the completed items as shown below.

Responses properly labeled and addressed	Section 1.6	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Correct number of packets	Section 1.7	<input type="checkbox"/> Yes	<input type="checkbox"/> No
BEP Utilization Plan completed	Section 1.10	<input type="checkbox"/> Yes	<input type="checkbox"/> No
University’s Solar Request & Locations	Section 4.1	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Supplies & Services Required	Section 4.2	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Milestones and deliverables	Section 4.3	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Required Submittals	Section 4.4	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Subcontracting	Section 4.5	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Pricing completed as specified	Section 5	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Standard terms and conditions	Section 6	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Confidential Information requested	Section 7	<input type="checkbox"/> Yes	<input type="checkbox"/> No
References provided as requested	Section 8	<input type="checkbox"/> Yes	<input type="checkbox"/> No

#### 4. Description of Supplies and Services

##### 4.1 University's Solar Request and Locations:

PEI on behalf of the University of Illinois Chicago (UIC) is seeking proposals from qualified firms ("Proposers") to design, build, operate, and maintain Solar Projects at UIC for a period not to exceed twenty (20) years.

The Proposer shall have demonstrable experience installing and servicing Solar Photovoltaic systems. The Proposer or selected contractor shall install, operate, and maintain the equipment with competent and experienced workforce. The solar panels shall be manufactured and supplied by a company regularly engaged in the business of furnishing solar electrical generating systems.

Proposers must provide a time frame in the proposal, projecting when design and installation work will be started and completed for consideration.

Proposer Responsibility: In no way shall the Proposer/manufacturer/contractor be relieved of the primary responsibility to provide a safe, code compliant, fully functional system.

Codes and Standards Compliance: PEI will only consider proposals from Proposers who demonstrate that their units are sited in an environmentally responsible manner and in compliance with applicable local, state and federal laws and regulations. **The Student Services Building (655) is supplied by ComEd, the Daley Library is on the university distribution system.** UIC locations for solar panels are as follows:

##### Category 1: Rooftops

Building No.	Name	Address	Estimated Gross Sq. Feet
609	Daley Library	801 S. Morgan, Chicago, IL	51,146
655	Student Services Building	1200 W. Harrison, Chicago, IL	38,535

##### 4.2 Supplies / Services Required:

###### 4.2.1 Photovoltaic System

At a minimum, the system shall consist of the supply and installation of a solar photovoltaic generation system, mounting structure, terminal and combiner box(es), quick-connect electrical connectors, conduit, DC wiring, DC disconnect, grid-connected inverter(s), AC disconnect, AC wiring, all metering equipment, a system monitoring and data retrieval system, and all balance of system materials and equipment necessary to interconnect with the University's electrical distribution system. All Buildings, structures and lots listed are connected through 12 KV lines. There is no interconnection fee to connect to the University's distribution system.

The design of the Solar Projects must meet UIC Construction Codes and Building Standards, where applicable. Standards are listed at the Office of Capital Planning and Project Management website under Construction: <https://cppm.uic.edu/>.

The solar panels shall be manufactured and supplied by a company engaged in the business of furnishing solar electrical generating system.

- A. All components shall have been designed to achieve optimum physical and performance compatibility and prototype tested to prove integrated design capability.
- B. The solar project output as measured at the high-voltage bushings of the generator step-up transformer shall meet the IEEE 519-1992 Standards for harmonic content.

- C. All components of the solar projects shall be designed to withstand hostile environment, including: wind, water, ice, lightening, etc.
- D. The Proposer shall provide all the associated electrical connections and equipment on the primary and secondary sides, based on National Electric Code (NEC), National Electric Safety Code (NEC) and IEEE Standard 1547 to step up the generated power and inter-connect with the University's electrical distribution at 13,800 volts.
- E. Proposer must be able to include the electrical connection to University power grid, including but not limited to any necessary protective relays, ancillary electrical equipment, circuit breakers and cables (see Building Standards Section 48 14 00 at <https://cppm.uic.edu/construction/construction-codes-building-standards/>).
- F. Proposer contracted electrical firm must have licensure requirements for the State of Illinois, the City of Chicago, and Cook County.
- G. The Proposer shall provide all items, articles, and operations needed, including all tools, safety devices, supervision, and incidentals necessary to complete the solar installation, all safety equipment necessary to accomplish this project, including, but not limited to, safety harnesses, safety barriers, and warning signs. All equipment provided must be new and not refurbished.

#### **4.2.2 BUILDING AUTOMATION SYSTEM INTERFACE**

The Proposer shall provide a system with a data connection that will transmit operational information from the solar installation sites to the University for the Solar Projects to be monitored from within the existing UES Metering and Energy Management System (EMS) –Which is built on a Tridium/Niagara 4 Platform Connectivity to the EMS can be integrated through enterprise network connections (TCP/IP) or through Modbus RTU or Modbus (TCP/IP) to Jaces.

No matter what the project scope, no proprietary protocols may be used, and all software must be accessible by the University during the term of the agreement, and will be owned by the University at project completion with full administrative access so that all control, communication, data retrieval and maintenance can be performed by the University through their existing EMS.

#### **4.2.3 OPERATIONS AND MAINTENANCE**

The Provider, at its own cost and expense, shall maintain the Site and System. Including providing at its sole cost all spare and replacement parts for the system, site, signage, security, and grounds that are within the fence and boundary area or rooftop area.

#### **4.2.4 PERMITTING**

Proposer shall complete application and processing of all required permits, including:

- A. Transportation permits, as needed.
- B. UIC is not aware of the need for any environmental permits to install solar panels on the roofs of State-owned facilities. The proposer must coordinate roof access for installation, operations, and maintenance with UIC Facility Management and the final installation must be reviewed and approved by UIC's code official, who is the Authority Having Jurisdiction. Note that solar panels on roofs must be located far enough away from roof edges to meet OSHA safety standards and far enough away from roof drains to allow for maintenance of drains without the need to move any panels.

C. University approval of interconnection details.

**4.2.5 COORDINATION**

Parking: The Proposer shall make on-campus parking arrangements with UIC Parking Services: 312-413-5800.

Proposer shall collaborate with PEI and the University to respond to public inquiries about the solar projects.

**4.2.6 RENEWABLE ENERGY INCENTIVES**

The selected Proposer shall prepare and submit all required incentive paperwork and reporting in support of any potential incentives available from the Federal government and State of Illinois energy programs/initiatives (As of July 19, 2022, new language in the IPA 2022 Long-Term Renewable Resources Procurement Plan allows public universities to participate in the Adjustable Block Program). Unless otherwise noted, all incentives shall be received by the Proposer. **All potential incentives shall be stated in Attachment A – UIC Pricing Template – Renewable Incentives Tab.**

UIC, to the extent applicable, will convey rights to ComEd’s Smart Inverter Rebate pursuant to Section 16-107.6 of the Public Utilities Act to Proposer, with the intention that Proposer (with UIC’s cooperation) will apply for and secure the Smart Inverter Rebate (Only applicable to Student Services Building 655).

**4.2.7 PREVAILING WAGE**

The successful Proposer will be required to pay prevailing wages (hourly rate plus certain benefits), which can be found at <http://www.state.il.us/agency/idol/>.

**4.2.8 LOCAL COMMUNITY SITING ISSUES**

The Proposer should give a brief description of experience with any local community siting issues encountered during solar panel projects.

**4.2.9 PERFORMANCE RECORD / SUSPENSION**

Upon request of PEI or the University, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. PEI or the University may consider Vendor’s performance under any resulting contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with PEI or the University for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

**4.3 Milestones and Deliverables:**

**4.3.1 Proposer will be responsible to:**

- A. Provide structural engineering services for the installation of the rooftop solar systems
- B. Evaluation and design for wind load conditions per applicable building codes
- C. Evaluation and design for snow load conditions per applicable building codes (rooftop PV systems can cause snow drifts with localized/intensified point loads)
- D. Verification of the capacity of the existing structure to support the new PV system

- E. Verification of building electrical components including but not limited to, switch gear and load for connection of solar PV system.

**4.3.2 The successful Proposer will be required to:**

- A. Submit shop drawings for the Solar Projects awarded
- B. Include detailed electrical plans, site plans, and detailed equipment catalog data for the power distribution, lighting, control, signals, communication systems
- C. The shop drawings shall include detailed drawings for any applicable access roads, electrical equipment /structures, and fiber optic network connection that includes but not limited to the following:
  - 1. Solar photovoltaic system layout, design documents and ground plans
  - 2. System description including dimensions, type of installation, product data sheets, single line electrical diagram and structural engineer certification
  - 3. Description of the anchorage structures showing details of how the system will be anchored
  - 4. System calculated annual electricity output
  - 5. A summary of all anticipated approvals that will be required for the proposed project
  - 6. Schematic and preliminary designs
  - 7. Project implementation and completion schedule
  - 8. Product description information
  - 9. Useful life of the system
  - 10. Equipment details, descriptions, and specifications

**4.3.3 Assemble shop drawings:**

- A. Assemble shop drawings into one coordinated submittal. The drawings will be reviewed by University personnel for comments. Comments must be addressed prior to approval of interconnection to University electrical grid

**4.4 Required Submittals/Vendor and Staffing Specifications:**

**4.4.1 Vendor's proposed Solution:**

- A. The Proposer must provide a brief overview of the solution proposed and the overall strategy to supply, install and maintain solar panels at various UIC locations. The overview letter should be a 1-2 page summary, with the following details:
  - 1. Name of Proposer.
  - 2. Proposed site layout, including total square footage of proposed leased land or proposed leased roof space.

3. Proposed Max/Peak AC and DC power generation.
  4. Proposed Energy Generation profile, including detailed explanation of the supporting calculations. Minimum monthly megawatt-hours of photovoltaic system-derived electricity to be provided to the University each month for twelve consecutive months.
  5. Proposed timeline of design, construction, and agreement period.
- B. The Proposer must provide the name, address, telephone, and primary contact person who will be responsible for managing the project.
- C. The Proposer must provide a Program Plan/Methodology to support its Proposal. This Program Plan should address the best solution and should describe the programs, assumptions, commitments, and expectations of the Proposer in providing the services required by the University referenced in Section 5.2 above. The Program Plan should also include reporting commitments and specific suggestions regarding communication, planning, and performance review.
- D. Proposer will need to meet and provide information to support the following credit requirements: A company can meet the credit requirements with a credit rating of A- (Standard & Poor's) or A3 (Moody's) and a market capitalization of the greater of \$100 million or five times the notional value of the proposed transaction. Or a company needs to have a minimum credit rating of BBB- (Standard & Poor's) or Baa3 (Moody's) and a market capitalization of \$500 million. The Company can meet this requirement by providing a Parental Company Guaranty from a parent that meets either of the two previous combinations of bond rating and market capitalization qualifications. Or a company with a bond rating of BB+ / Ba1 with a letter of credit from an A-/A3 rated bank with a market capitalization of the greater of \$100 million or five times the notional value of the proposed transaction may also qualify. An unrated company will also be considered if they can provide a letter of credit from an A-/A3 rated bank with a market capitalization of the greater of \$100 million or five times the notional value of the proposed transaction. Provide the company's annual report and audited financial statements for the most recent fiscal year, including Balance Sheet and Income Statement. Also, provide the financial information and bond rating for any parental guarantor or letter of credit provider.
- E. Proposals should include a narrative of how the Proposer, if selected, will create a learning laboratory utilizing the solar projects that does not require student access to rooftop hardware. UIC understands that final program details will need to be negotiated and arranged to ensure a safe workplace for both the employees of the Proposer and any students, student workers, college employees, and visitors. The proposer shall also explain how to make the learning opportunities accessible for students of all physical abilities to participate in the learning experience.

#### 4.4.2 Vendor Staffing Specifications:

- A. The Proposer must provide background information and experience of key management and operational staff who will be assigned to the project of supplying, installation and maintenance of solar panels at various UIC locations as outlined in this RFP, including but not limited to:
1. **Technical training and education:** Installation firms utilized by proposing firms must have at least one employee that is a North American Board of Certified Energy

Practitioners (NABCEP) Certified PV Installer and be registered as an installer of distributed generation pursuant to Section 16-128A of the Public Utilities Act [220 ILCS 5/16-128A].

2. **Qualification and general experience:** (at a minimum 5 years' experience in supplying, installing and maintenance of solar panels).
  3. **Specific experience** with services being requested (at a minimum 5 years' experience) for projects of supplying, installation and maintenance of solar panels at various UIC locations. Proposer must be able to show three (3) satisfactory solar installations, which have been in operation for a period of one year or more.
- B. Proposer will provide an organizational staffing plan for the personnel who will be responsible for supplying, installation and maintenance of solar panels at various UIC locations outlined in this RFP.
  - C. Company's background, including at least five years in business, volume of clients, number of employees, areas of expertise, and a list of relevant services the firm provides.
  - D. Provide four (4) references of current clients, where the Proposer is currently or have provided solar panels, including company name, address, telephone number, primary contact, and type of services the firm is performing for these clients. Note: The Offer or certifies that it is empowered to use the name of references it provides and agrees that PEI may contact these references (See References form Section 9, Page 24).

#### **4.5 Subcontracting:**

- 4.5.1 Subcontracting is allowed. For purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by the contract. Unless a supply item is the essence of the contract, a supplier is not considered a subcontractor.
- 4.5.2 The Vendor shall notify the University of all subcontractors hired during the term of any resulting contract and provide the name, address, work description of the sub-contractor, forms and other information to PEI and the University as required per policy.

#### **4.6 Term:**

- 4.6.1 The solar projects will be for a twenty (20) year period commencing on the Commercial Operation Date (COD), with a corresponding twenty (20) year firm price Power Purchase Agreement (PPA).
- 4.6.2 At the end of the term of the contract, UIC shall have the option to buy the system at the greater of Fair Market Value (FMV) or the price listed in the termination schedule (in attachment A) or have the vendor remove the entire system and repair and patch all of the installation areas to serviceable conditions at the Vendor's expense.
- 4.6.3 Vendor shall not commence work before the contract is signed by all parties.

- 4.7 Renewals:** The resulting contract will not contain renewal options.
- 4.8 Termination for Cause:** PEI may terminate the resulting contract, in whole or in part, immediately upon notice to the Vendor if: (a) PEI determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property; (b) the Vendor has notified PEI that it is unable or unwilling to perform the contract; (c) Vendor fails to perform to PEI's satisfaction any material requirement of the resulting contract; or (d) PEI determines that the Vendor lacks the financial resources to perform the contract. The University shall provide written notice to the Vendor to cure the problem identified within a specified period of time. If not cured by the specified date, PEI may either immediately terminate the contract without additional written notice or enforce the terms and conditions of the contract. For termination due to any of the causes contained in this section, PEI retains the right to seek any available legal or equitable remedies and damages.



**5. Pricing - Complete (Attachment A) UIC Solar Pricing Template for pricing, buyout, termination values.**

PEI reserves the right to award one or more of the categories to one or more of the Proposers as described in section 2.6

Proposers must provide firm fixed priced proposals for the rooftop installation category and for each of the three pricing bid types: (1) - delivered solar project energy, (2) – bundled solar project energy including the Solar Renewable Energy Certificates (RECs), and (3) delivered solar project energy that includes alternative Renewable Energy Certificates (RECs). Twenty (20) year Power Purchase Agreement (PPA) pricing must be **FIRM** and inclusive of **ALL COSTS**, including, but not limited to: development, engineering, construction, interconnection, operations, maintenance and all expected or applicable taxes (property & sales tax if applicable) (Excludes Excise Taxes which will be calculated and invoiced monthly by proposer with generated energy) associated with the cost of the project.

- A. All available state and federal incentives should be pursued by the Proposer, and the related PPA price should reflect those incentives.
- B. The University of Illinois will lease each rooftop space to the selected Proposer for \$1.00 per year, pursuant to a site lease agreement for the duration of the contract.
- C. Bids for contract pricing proposals must be defined as dollars per megawatt-hour (\$/MWh) of electricity delivered.
- D. RECs provided must be recognized by the Environmental Protection Agency’s Green Power Partnership program, such as green-e certified and transferring the (RECs) to PEI using the Midwest Renewable Tracking System (M-RETS).

**Pricing 1 – Delivered Energy produced On-Site**

- E. PEI will purchase each MWh of energy produced, and the Proposer may utilize the environmental attributes (RECs) associated with each MWh produced at the on-site Solar Projects to qualify and obtain applicable incentives to discount the cost of energy.

**Pricing 2 – Delivered Energy and attributes (REC’s) produced On-Site**

- F. PEI will purchase each MWh of energy produced, and the environmental attributes (RECs) associated with each MWh produced at the on-site Solar Projects.
- G. The agency awarded the winning RFP proposal, will be responsible for creating and transferring the REC certificates to PEI using (M-RETS)

**Pricing 3 – Delivered Energy produced On-Site with alternative renewable attributes (REC’s)**

- H. PEI will purchase each MWh of energy produced. The Proposer may retain the environmental attributes (RECs) associated with each MWh produced at the on-site Solar Projects and provide an alternative replacement (REC) (Example: wind). RECs provided must be recognized by the Environmental Protection Agency’s Green Power Partnership program, such as green-e certified.
- I. The proposer will be responsible for transferring the REC certificates to PEI using (M-RETS).

**Taxes:** Excise taxes will NOT be included in the price. City and State Excise taxes will be calculated and billed as a separate line item by the vendor on the monthly invoice to PEI. The developer (issuer and collector of tax payments) or an agent of the developer is responsible for submitting taxes collected from PEI and the university to the respective agencies.

## 6. Standard Terms and Conditions

**Prevailing Wage:** Certain services require vendors to pay prevailing wage rates. See Section 8 for Supplemental Terms and Conditions. If applicable, and as a condition of receiving payment, Vendor must pay its employees prevailing wages in the locality in which the work is to be performed. Vendor shall provide a copy of the certified payroll on request. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements. The prevailing rates of wages are determined by the Illinois Department of Labor and are available on the Department's official website: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>.

**Assignment and Subcontracting:** Any resulting contract may not be assigned or transferred in whole or in part by any Vendor without the prior written consent of the PEI. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all, or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by Vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify PEI in writing of any additional or substitute subcontractors hired during the term of a resulting contract and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. All subcontracts must include the same certifications and disclosures that Vendor must make as a condition of this solicitation.

**Confidential Information:** Each Party to any resulting contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under that contract. Vendor shall presume all information received from the University or to which it gains access pursuant to this solicitation and resulting contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all confidential data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

**Freedom of Information Act:** This solicitation and any resulting contract and all related public records maintained by, provided to, or required to be provided to PEI are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in the resulting contract. (5 ILCS 140)

**Indemnification and Liability:** The Vendor shall indemnify and hold harmless PEI, its Board of Directors, officers and agents, the University, its Board of Trustees, the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses,

arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

Insurance: Vendor shall, at all times during the term and any renewals, maintain and provide upon request a Certificate of Insurance naming the University and its Board of Trustees as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the University. Vendor shall provide at a minimum: (a) General Commercial Liability insurance with coverage of at least \$5,000,000 per occurrence and \$5,000,000 annual aggregate, provided such coverage amounts may be satisfied with coverage under one or more umbrella or excess policies, employer's liability insurance with coverage of at least \$1,000,000, (D) workers' compensation insurance as required by law, (E) automobile insurance as required by law, and (F) builder's risk insurance in commercially reasonable form and amounts acceptable to the Landlord, acting reasonably. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

Independent Contractor: Vendor shall act as an independent contractor and not an agent or employee of the University.

Solicitation and Employment: Vendor shall not employ any person employed or appointed by PEI or the University during the term of any resulting contract to perform any work under the contract. Vendor shall give notice immediately to PEI's President or designee if Vendor solicits or intends to solicit University employees to perform any work under any resulting contract.

Background Check: Whenever the University deems it reasonably necessary for security reasons, the University may require background checks of PEI's Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the University or PEI, does not pass the background checks.

Applicable Law: Any resulting contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference (44 Ill. Admin. Code 750). Any claim against the University arising out of a contract must be filed exclusively with the Illinois Court of Claims. (705 ILCS 505/8) The University does not waive sovereign immunity by entering into a resulting contract. The official text of cited statutes is incorporated by reference.

Compliance with the Law: The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all licenses and permit requirements in the performance of the subsequent contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of any resulting contract.

Modifications and Survival: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this solicitation and any resulting contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination.

Performance Record / Suspension: Upon request of the PEI, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract.

Schedule of Work: Any work performed on University premises shall be done during the hours designated by the University and performed in a manner that does not interfere with the University, its personnel, or related operations.

**Warranties for Supplies and Services:** Vendor warrants that the supplies furnished under any resulting contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by PEI or the University or furnished by the Vendor and agreed to by PEI or the University, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party.

Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or PEI or University policies.

Vendor agrees to reimburse PEI or the University for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure to meet such warranties.

Reporting:

Vendor shall immediately notify PEI of any event that may have a material impact on Vendor's ability to perform the contract.

## **7. Confidential Information**

Any confidential information must be listed on a separate page.

- 1) Vendor must include a redacted copy of your response. Provide:
  - a. Page number,
  - b. Section/Subsection number
  - c. State the information being claimed as confidential and the statutory basis for each claim, include supporting information.

## **8. References**

Provide four (4) references according to the instructions and format below. All references must be established firms or government agencies other than the procuring University that can attest to Vendor's experience and ability to perform the contract that is the subject of this solicitation. These references will be contacted.

- 1) Firm or Government Agency
- 2) Address
- 3) Contact
- 4) Email
- 5) Telephone number
- 6) Date and Description of Service

**END OF DOCUMENT**

**Attachment A - Pricing Template, Termination Values & Buyout Options**

**Refer to separately attached excel file:**

**UIC Solar Pricing Template**

**Attachment B - PEI Sample PPA Contract Standard Terms and Conditions**

## Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the later date signed by Seller and Purchaser below (the “**Effective Date**”).

<b>Purchaser:</b>		<b>Seller:</b>	
<b>Name and Address</b>	Prairieland Energy Inc. 807 South Wright St. Suite 340 Champaign, IL 61820 Attention: Kevin Chalmers	<b>Name and Address</b>	
<b>Phone</b>	(217)244-3678	<b>Phone</b>	
<b>Fax</b>	None	<b>Fax</b>	
<b>E-mail</b>	<a href="mailto:kchalmer@uillinois.edu">kchalmer@uillinois.edu</a>	<b>E-mail</b>	
<b>Premises Ownership</b>	The Sole Member of Prairieland Energy Inc. owns the Premises (the “ <b>Landlord</b> ”):  The University of Illinois, acting by and through The Board of Trustees of the University of Illinois 352 Henry Administration Building 506 South Wright Street Urbana, IL 61801	<b>Additional Seller Information</b>	

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar panel system described in **Exhibit 2** (the “**System**”) and installed at Purchaser’s premises described in **Exhibit 2** (the “**Premises**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit 1** Basic Terms and Conditions
- Exhibit 2** System Description
- Exhibit 3** Reserved
- Exhibit 4** General Terms and Condition
- Exhibit 5** Seller Technical Proposal
- Exhibit 6** Request for On-Site Solar and PPA for the University of Illinois Chicago
- Exhibit 7** Guaranteed Minimum Energy Output
- Exhibit 8** Form of Lease
- Exhibit 9** System Performance Testing
- Exhibit 10** Example list of Diverse Business Enterprise vendors
- Exhibit 11** Form of Seller Guaranty
- Exhibit 12** Form of Letter of Credit
- Exhibit 13** Form of Purchaser Guaranty

**Purchaser: Prairieland Energy Inc.**

**Seller:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit 1**  
**Basic Terms and Conditions**

1. **Term:** Twenty (20) years, beginning on the Commercial Operation Date.
2. **Environmental Incentives:** Accrue to Seller.
3. **Contract Price:**

<b>Contract Year</b>	<b>kWh Rate (\$/kWh)</b>
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
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19	
20	

4. **Condition Satisfaction Date:**
5. **Anticipated Commercial Operation Date:**
6. **Purchaser Options to Purchase System.** As set forth in Section 17(b).



## System Description

**1. System Location:** Legal description of the Premises:

Part of the East Half of Section 25, Township 19 North, Range 8 East of the Third P.M. lying East of the Easterly Right of Way Line of the Illinois Central Railroad, Champaign County, Illinois described as follows:

Commencing at the Southeast Corner of said Section 25; thence N 00°21'05" W, along the East line of said Section 25, a distance of 180.02 feet; Thence N 89°28'01" W, 85.00 feet to the point of Beginning. Thence continuing from the Point of Beginning N 89°28'01" W, 2497.91 feet; Thence N 01°23'05" E, 65.59 feet; Thence N 88°45'31" W, 27.76 feet to the east line of a 150 foot Easement per Doc. 2014R04925; Thence N 06°52'46" E on said East Line, 894.97 feet' thence S 89°28'01" E, 2411.01 feet to a line parallel and 85.00 feet west of the East Line of said Section 25; Thence S 00°21'05" E, along said parallel line, a distance of 917.19 feet to the point of Beginning.

Containing \_\_\_\_\_ Acres, more or less.

**2. System Size (DC kW):** Approximately \_\_\_\_\_ kW-dc

**3. Expected First Year Energy Production (kWh):**

**4. Expected Structure:**  Ground Mount  Roof Mount  Parking Structure  Other

**5. Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>

**6. Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>

**7. Premises and System Layout:** See Exhibit 2, Attachment A

**Attachment A:**  
Premises and System Layout

An Aerial Photograph of the Premises	See <u>Exhibit 1</u> of Lease.
Conceptual Drawing of the System	To be provided prior to Commencement of Construction.
Delivery Point	To be provided prior to Commencement of Construction.
Access Points	Existing access point that connects the Premises to First Street.

**Reserved**

SAMPLE

**Exhibit 4**  
**Solar Power Purchase Agreement**  
**General Terms and Conditions**

1. **Definitions and Interpretation:** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electric energy generated by the System during the Term (as defined in Section 3(a)). Electric energy generated by the System will be delivered to Purchaser at the delivery point identified on **Exhibit 2** (the “**Delivery Point**”). Seller shall bear the risk of electric energy losses up until the Delivery Point and shall be responsible for costs required to deliver the electric energy to the Delivery Point; *provided* that to the extent there is Lost Production (as defined below), Purchaser shall be required to pay for any such Lost Production at the Contract Price. Purchaser shall take title to the electric energy generated by the System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Purchaser may generate and/or purchase electric energy from other sources if Purchaser's electric energy requirements exceed the output of the System. Any delivery of electric energy generated by the System prior to the Commercial Operation Date (as defined in **Section 7(c)**) shall be treated as delivery of limited amounts of test energy only and shall not indicate that the System has been put in commercial operation by the delivery of such test energy. “**Lost Production**” shall mean a reduction in output from the System in excess of the Purchaser-Caused Outage for a Contract Year (each as defined herein) due to a breach of this Agreement by Purchaser, or an action or operational decisions made by Purchaser, the owner of the Premises, the utility or grid operator, or for the benefit of any of the foregoing. Notwithstanding the foregoing, Lost Production shall not include any reductions in output due to a Force Majeure event.
3. **Term and Termination.**
  - a. **Term.** The term (“**Term**”) of this Agreement shall commence on the Commercial Operation Date (as defined in **Section 7(c)**) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement. This Agreement is effective as of the Effective Date and Purchaser’s or the Landlord’s failure to enable Seller to provide the electric energy by preventing it from installing the System or otherwise not performing shall not excuse Purchaser’s obligations to make payments that otherwise would have been due under this Agreement.
  - b. **Termination by Purchaser for Delay.** If Commencement of Construction (as defined in **Section 11(c)**) has not occurred by \_\_\_\_\_, or 6 weeks from the Condition Satisfaction Date specified in **Exhibit 1**, the Parties will attempt in good faith to negotiate a new date for the occurrence of Commencement of Construction within 30-days following the expiration of such period, and then Purchaser may otherwise, in its sole discretion, continue to negotiate a new date for Commencement of Construction or terminate this Agreement by providing thirty (30) days’ prior written notice to Seller; *provided* that this Agreement will not terminate pursuant to this **Section 3(b)** if Seller achieves Commencement of Construction on or before the end of such thirty (30) day notice period. Purchaser shall not be liable for any damages in connection with such termination or other actions taken in accordance with this Section 3(b).
4. **Guarantee of Minimum Electric Energy Output.**
  - a. **Calculation of Energy Output.** **Exhibit 7** sets forth the estimated electric energy output (“**Energy Output**”) of the System for each Contract Year (as defined herein) in kWh, as adjusted by an annual degradation factor. For each rolling two Contract Years (each such rolling period, a “**Measurement Period**”), Seller must guarantee that a actual Energy Output of the System for such Measurement Period shall be at a minimum level equal to 90% of the estimated Energy Output for such Measurement Period, which shall be subject to downward adjustment for weather conditions and adjustment for the actual nameplate capacity of the System on the Commercial Operation Date (such adjusted amount, the “**Guaranteed Minimum Energy Output**”). The projected Guaranteed Minimum Energy Output for each Measurement Period, assuming average weather conditions based on the PVSyst data file for the area in which the Premises is located, is provided in **Exhibit 7**. The degradation factor will be applied on a pro rata basis for System operations that do not span an entire Contract Year by multiplying the annual degradation factor times the fraction of the Contract Year. A “**Contract Year**” means the twelve (12) month period beginning at 12:00 AM on the Commercial

Operation Date or on any anniversary of the Commercial Operation Date and ending at 11:59 PM on the day immediately preceding the next anniversary of the Commercial Operation Date, provided that the first Contract Year shall begin on the Commercial Operation Date.

- b. **Failure to Meet Guaranteed Minimum Energy Output.** If Seller fails to meet the Guaranteed Minimum Energy Output requirement during a Measurement Period, for reasons other than an Excused Event, Seller will pay to Purchaser or Purchaser may, at its option, offset against future payments due Seller, an amount equal to Purchaser's lost savings (the "Lost Savings"). The formula for calculating Lost Savings is as follows:

$$LS = (GMEO - AE) \times RV$$

where:

LS = Lost Savings.

GMEO = Guaranteed Minimum Energy Output for the applicable Measurement Period, as measured in total kWh. The projected Guaranteed Minimum Energy Output is as indicated in **Exhibit 7**.

AE = Actual Electricity as measured in total kWh delivered by the System at the Delivery Point during the Measurement Period.

RV (or Rate Variance) = the difference in \$/kWh between AMP and ACP; where  $RV = AMP - ACP$ .

AMP = (Average Market Price) in \$/kWh is calculated as follows: the average daylight hourly Real Time (RT) Locational Marginal Price (LMP) at AMIL:PEIC node over the 24 month period plus the transmission, distribution, capacity and all other costs associated with the delivery of electricity to the AMIL:PEIC node over the same 24 month period. This price is determined by dividing the total cost for delivered Energy Output (in kWh) paid by Purchaser for electricity (excluding Energy Output generated by the System) during the previous 24-month period by the total annual electricity delivered for such electricity (in kWh).

ACP (or Average Contracted Price) = the contract price for the previous 24-month period in \$/kWh.

If RV is zero or less, then no Lost Savings payment is due to Purchaser.

- c. **Failure to Pay for Lost Savings.** Seller shall calculate the shortfall amount (if any) within 45 days after the end of a Measurement Period and deliver such computation to Purchaser. Within 30 days after receipt of Seller's computation, Purchaser shall deliver to Seller an invoice showing in reasonable detail Purchaser's calculation of the Lost Savings. If Seller fails to pay Purchaser any undisputed amount due for any shortfall of the Guaranteed Minimum Energy Output within 60 days after notice to make such payment, Purchaser shall have the express right to withhold payment, up to the undisputed shortfall amount due, from any payments otherwise payable to Seller for Energy Output, regardless of any mortgage or assignment of payments given as security by Seller pursuant to this Agreement.
- d. **Excused Events.** The guarantees set forth in this **Section 4** does not apply to the extent of any reduced generation from the System due to any one of the following (including the downtime required for repair, replacement or correction, each such event an "Excused Event"):
- (i) a Force Majeure event (as defined in **Section 19**), which includes (A) destruction or damage to the System or its ability to safely produce electricity not caused by Seller or its approved service providers while servicing the System; (B) a power or voltage surge caused by someone other than Seller, including a grid supply voltage outside of the standard range specified by the utility; and (C) theft of the System provided that Seller has complied with all requirements in this Agreement and in the Lease for Premises safety and security; and (D) curtailment or reduction of energy production required by the utility or grid operator.
  - (ii) Purchaser's failure to perform, or breach of, Purchaser's obligations under the PPA.
  - (iii) The failure of the owner of the Premises to perform, or breach of, such owner's obligations under the lease between Seller and the owner of the Premises (substantially in the form set forth as **Exhibit 8**, the "Lease").
  - (iv) Curtailment or reduction of energy production required by, or otherwise arising out of the actions or inactions of, Purchaser or the owner of the Premises (as applicable).

## 5. **Billing and Payment.**

- a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electric energy generated by the System and delivered to the Delivery Point and any Lost Production at the \$/kWh rate shown in **Exhibit 1** (the "Contract Price"). The

monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of energy generated during the applicable month and delivered to the Delivery Point, as measured by the System meter, and the number of kWh of Lost Production. To resolve any billing dispute, the Parties shall use the procedures set forth in Section 22.

- b. **Monthly Invoices.** Seller shall invoice Purchaser on a monthly basis for electric energy supplied under this Agreement for each prior calendar month, either manually or through ACH provided that Purchaser first approves the invoice. Such monthly invoices shall state (i) the amount of electric energy delivered to the Delivery Point (including any Lost Production), (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser.
- c. **Taxes.** Except as provided in this Section 5(c), Seller is responsible for the following as may be applicable: all federal, state and local income or similar taxes arising from the sale of electric energy under this Agreement; ad valorem, property, occupation, generation, privilege, and transaction taxes; and other taxes, regulatory fees, surcharges or other similar charges arising from the ownership and operation of the System. Purchaser shall either pay or reimburse Seller for any and all applicable taxes assessed on the sale, delivery or consumption of electric energy delivered by the System; provided, however, Purchaser will not be required to pay or reimburse Seller for any taxes during periods when Seller fails to deliver electric energy to Purchaser for reasons other than Force Majeure or as a result of Purchaser's acts or omissions.
- d. **Payment Terms.** All amounts due under this Agreement shall be due and payable net thirty (30) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the thirty (30) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the prime rate, as published in the Wall Street Journal (but not to exceed the maximum rate permitted by law).

## 6. **Environmental Attributes and Environmental Incentives.**

Unless otherwise specified on **Exhibit 1**, Purchaser is the owner of all Environmental Attributes and Seller is the owner of Environmental Incentives and is entitled to the benefit of all Tax Credits. Purchaser's purchase of electricity under this Agreement does not include Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the System, each of which shall be retained by Seller. Purchaser and Seller shall cooperate in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Environmental Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Purchaser, if engaged in commerce and/or trade, shall submit to Seller for approval any press releases regarding Purchaser's use of solar or renewable energy generated by the System and shall not submit for publication any such releases without the written approval of Seller. Approval shall not be unreasonably withheld, and Seller's review and approval shall be made in a timely manner to permit Purchaser's timely publication.

"**Environmental Attributes**" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electric energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO<sub>x</sub>), nitrogen oxides (NO<sub>x</sub>), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 6. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and Green-e® products.

“**Environmental Incentives**” means any and all tax credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

“**Governmental Authority**” means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, a authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the applicable state public utilities commission), or any arbitrator with authority to bind a party at law; including without limitation the Landlord when acting in such capacity.

“**Tax Credits**” means any and all (a) investment tax credits, (b) production tax credits and (c) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

## 7. **Conditions to Obligations.**

- a. **Conditions to Seller’s Obligations.** Seller’s obligations under this Agreement are conditioned on the completion of the following conditions to Seller’s reasonable satisfaction on or before the Condition Satisfaction Date (set forth in **Exhibit 1**):
- i. completion of a physical inspection of the Premises including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Premises for the System;
  - ii. Seller has obtained financing for the System on terms and conditions deemed satisfactory by Seller, in its sole discretion, and any of Seller’s Financing Parties have approved of (A) this Agreement and (B) the construction agreement to build and commission the System;
  - iii. confirmation that Seller will obtain all applicable Environmental Incentives and Tax Credits;
  - iv. receipt of all necessary zoning, land use and building permits and execution of the Lease with the Landlord; and
  - v. execution of all necessary agreements with Landlord or Purchaser for interconnection of the System to the electric distribution system at the Premises.
- b. **Failure to Satisfy Conditions.** If any of the conditions listed in subsection (a) are not satisfied by the Condition Satisfaction Date, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions; provided that the Condition Satisfaction Date shall be automatically extended on a day-for-day basis due to any delays caused by Purchaser or the Landlord. If the Parties are unable to negotiate new dates, then Seller may terminate this Agreement upon ten (10) days written notice to Purchaser without liability for costs or damages or triggering a default under this Agreement.
- c. **Conditions to Purchaser’s Obligations.** “**Commercial Operation**” means that the System is mechanically complete, has satisfactorily completed all testing to operate in accordance with this Agreement (with such testing records provided to Purchaser), is proven capable of providing electric energy to the Delivery Point at the nameplate capacity specified in **Exhibit 2**, and has the necessary authorizations to operate the System from the relevant Governmental Authority. Notwithstanding the foregoing, in the event that the actual capacity of the System is less than the estimated nameplate capacity specified in **Exhibit 2**, the System shall be deemed to have achieved Commercial Operation so long as the System is capable of providing electric energy to the Delivery Point at 90% of the estimated nameplate capacity. Seller shall notify Purchaser in writing when it has achieved Commercial Operation (the date of such notice, the “**Commercial Operation Date**”). This notification shall provide documented evidence of the satisfaction or occurrence of all of the conditions set forth in this Section (“**Conditions**”) and shall include a declaration by Seller to that effect. In the event of a dispute regarding the Commercial Operation Date, such dispute will be resolved pursuant to **Section 22**. The Conditions are:
- i. the System is capable of delivering electric energy to the Delivery Point;
  - ii. Seller has delivered to Purchaser the results of satisfactory completion of the Performance Testing

regarding System production as set forth in **Exhibit 9**;

- iii. Seller has provided a list of the System's major equipment, showing the make, model, and nameplate capacity of such equipment, and has certified the nameplate capacity of the System;
- iv. the System has demonstrated the reliability of its communications systems; and
- v. Seller has certified that all permits, consents, licenses, approvals, and authorizations required to be obtained by Seller from any Governmental Authority to operate the System in compliance with applicable law and this Agreement have been obtained and are in full force and effect, and that Seller is in compliance with the terms and conditions of this Agreement in all material respects.

## 8. **Seller's Rights and Obligations.**

- a. **Permits and Approvals.** Seller, with Purchaser's reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense, any zoning, land use and building permits required to construct, install and operate the System. Purchaser shall cooperate with Seller's reasonable requests to assist Seller in obtaining such agreements, permits and approvals.
- b. **Standard System Repair and Maintenance.** Seller shall construct and install the System at the Premises. During the Term, Seller will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser's negligence, willful misconduct or breach of this Agreement. Seller shall not be responsible for any work done by others on any part of the System unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Seller or Seller's contractors. If the System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller's contractors' then current standard rates, or Seller may, in its sole discretion, approve of a contractor selected by Purchaser to perform such repairs. Seller shall provide Purchaser with reasonable notice prior to accessing the Premises to make standard repairs.
- c. **Non-Standard System Repair and Maintenance.** If Seller incurs incremental costs to maintain the System due to a material inaccuracy of any information provided by Purchaser (that could not otherwise be discovered by Seller using reasonable efforts) and relied upon by Seller, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Seller. In such event, the Parties will negotiate such equitable adjustment in good faith.
- d. **Breakdown Notice.** Seller shall notify Purchaser within twenty-four (24) hours following Seller's discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electric energy from the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Purchaser shall notify Seller immediately upon the discovery of an emergency condition affecting the System.
- e. **Suspension.** Notwithstanding anything to the contrary herein, Seller shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in service to Purchaser. No suspension under this **Section 8(e)** shall excuse Seller from its obligation to deliver the Guaranteed Minimum Energy Output under **Section 4(a)**. Except in the event of an emergency situation, Seller shall provide Purchaser with at least three (3) days prior notice of any maintenance or repairs that will require the suspension of the delivery of electricity from the System to the Delivery Point.
- f. **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. Seller shall provide Purchaser with the name and address of each subcontractor it has directly engaged to perform any of its obligations hereunder. Seller shall be responsible for the quality of the work performed by its contractors and subcontractors. No subcontract shall relieve Seller of any of its duties or obligations hereunder and Seller ensures that the subcontractors maintain the same insurance coverage Seller is required to carry herein or is covered by Seller's insurance policies. Purchaser may require



the removal

of any subcontractor for failure of the subcontractor to comply with the terms of this Agreement or applicable law, or in the event the subcontractor is endangering any person on or near the Premises. Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services under this Agreement.

- g. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Premises free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Premises following non-payment by Purchaser of amounts due under this Agreement. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Premises in connection with such charges; provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Premises.
- h. **No Warranty.** NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY.

9. **Purchaser's Rights and Obligations.**

- a. **OSHA Compliance.** Both parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in their performance under this Agreement.
- b. **Outages.** Purchaser shall be permitted to be off line for a total of forty-eight (48) daylight hours (each, a "**Purchaser-Caused Outage**") per calendar year during the Term, during which hours Purchaser shall not be obligated to accept or pay for electricity from the System; provided, however, that Purchaser must notify Seller in writing of each such Purchaser-Caused Outage at least forty-eight (48) hours in advance of the commencement of a Purchaser-Caused Outage. In the event that Purchaser-Caused Outages exceed a total of forty-eight (48) daylight hours per calendar year, in each case for a reason other than a Force Majeure event, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the outage; (ii) revenues that Seller would have received with respect to the System under any rebate program and any other assistance program with respect to electric energy that would have been produced during the outage; and (iii) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during the outage. Determination of the amount of energy that would have been produced during the removal or disconnection shall be in accordance with the procedures in Section 13(d).
- c. **Liens.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim. Notwithstanding anything else herein to the contrary, Seller may grant a lien on the System and may mortgage, pledge or otherwise collaterally assign or convey its interests in this Agreement and the System to any Financing Party in accordance with Section 20(a).
- d. **Insolation.** Purchaser understands that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, to the extent possible with reasonable efforts, shall not in any way permit any interference with the System's Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the System, Purchaser shall notify Seller promptly upon discovery thereof and shall cooperate with Seller in preserving the System's existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 8(d) against Purchaser.

## 10. Change in Law.

“**Change in Law**” means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of Seller’s obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Agreement shall not be a Change in Law pursuant to this Agreement.

If any Change in Law occurs that has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Purchaser from Seller of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

## 11. Installation, Operation and Maintenance.

- a. **Seller’s General Obligations Regarding the System.** Subject to the terms and conditions of this Agreement, Seller shall design, engineer, install, commission, monitor, operate and maintain the System and the Premises, in each case in a good and workmanlike manner and in accordance with applicable law, Prudent Solar Industry Practices and the University of Illinois Facilities Standards. The System shall comply with all applicable rules, regulation, project labor agreements between Seller and/or Landlord and building and construction trades, and local building codes. “**Prudent Solar Industry Practices**” means, in connection with solar power generation systems of a type and size and having geographical and climatic attributes similar to the System, those practices, methods, specifications and standards of safety, performance, dependability, efficiency and economy generally recognized by industry members in the United States as commercially reasonable, and such other practices, methods or acts that, in the exercise of reasonable judgment by those reasonably experienced in the industry in light of the facts known at the time a decision is made. Prudent Solar Industry Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be a spectrum of good and proper practices, methods and acts.
- b. **System Design Approval.** Seller shall provide Purchaser with a copy of the System design for approval prior to Commencement of Construction. Purchaser shall use its best efforts to approve or disapprove the System design within ten (10) business days after receipt from Seller of a copy of the System design. If Purchaser has not responded to Seller’s request for approval within ten (10) business days after receipt, Seller shall provide to Purchaser a written request with a copy of the System design for approval by Purchaser within five (5) business days of receipt. Failure to respond within such five (5) business days shall be deemed approval of such designs for purposes of this Section 11(b). Seller shall incorporate any reasonable design changes requested by Purchaser; *provided* that any designs in accordance with the terms of this Agreement shall be deemed approved by Purchaser. Without limiting the foregoing, if Purchaser disapproves the design, Seller shall modify the design and resubmit it for Purchaser’s approval.
- c. **Commencement of Construction.** “**Commencement of Construction**” means the date that Seller or its installation contractor has mobilized to begin physical installation of the System on the Premises. Seller’s obligation to commence construction and installation of the System is conditioned on Seller’s receipt of (A) written confirmation from any person holding a mortgage, lien or other encumbrance over the Premises, if any, that such person will recognize Seller’s rights under the Lease for as long Seller is not in default thereunder and (B) a signed and notarized original copy of the Lease suitable for recording. Commencing on the Commencement of Construction, Seller shall submit to Purchaser, on a monthly basis until the Commercial Operation Date is achieved, written progress reports that inform Purchaser in reasonable detail of the current status of each construction milestone for the System. Prior to the Commencement of Construction, Seller shall convene regular telephone meetings with Purchaser to inform Purchaser in reasonable detail of the progress of development for the System.

## 12. Removal of System upon Termination or Expiration.

Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option under Section 17(b)) and subject to the terms of the Lease, Seller shall, at its expense (unless expressly provided otherwise in this

Agreement or the Lease), remove all of the tangible property comprising the System from the Premises with a targeted completion date that is no later than one hundred twenty (120) days after the expiration of this Agreement. The portion of the Premises where the System is located shall be returned to substantially its original condition (excluding ordinary wear and tear), including the removal of System mounting pads or other support structures in accordance with the Lease. Purchaser must provide sufficient access, space and cooperation as reasonably necessary to facilitate System removal. If Seller fails to remove or commence substantial efforts to remove the System by such a agreed upon date, Purchaser may, at its option and subject to Landlord's authorization in accordance with the Lease, remove the System to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Seller's cost.

13. **Measurement.**

- a. **Meters.** Seller shall install one or more meter(s) ("**Electrical Metering Devices**"), as Seller deems appropriate, at or immediately before the Delivery Point to measure the output of the System. Such meter shall be a revenue-grade meter that will be the determining factor for custody transfer, such as a Nexus 1272 meter or equivalent. Seller shall maintain the meter(s) in accordance with industry standards. All Electric Metering Devices used to determine the Energy Output made available to Purchaser by Seller under this Agreement and to monitor and coordinate operation of a System shall be owned, installed, and maintained at no cost to Purchaser. Electric Metering Devices shall be located at the Point of Delivery. Seller shall provide Purchaser access to all Electric Metering Devices for all purposes necessary to perform under this Agreement and shall provide Purchaser the reasonable opportunity to be present at any time any Electric Metering Devices are to be inspected and tested. Seller shall provide Purchaser with all authorizations necessary to have access to the Electric Metering Devices. Purchaser shall have the annual right to inspect, audit and or test Electric Metering Device accuracy.
- b. **Monitoring.** The Electric Metering Devices installed by Seller shall gather real time telemetry data and transmit in real time to Purchaser.
- c. **Back-Up Metering.** Either Purchaser or Seller may elect to install and maintain, at the installing Party's own expense, backup metering devices ("**Back-Up Metering**") in addition to the Electric Metering Devices, which installation and maintenance shall be performed in a manner acceptable to Purchaser. The installing Party, at its own expense, shall inspect and test Back-Up Metering upon installation and at least annually thereafter. The installing Party shall provide the other Party with reasonable advance notice of, and permit a representative of such Party to witness and verify, such inspections and tests, provided, however, that such Party shall not unreasonably interfere with or disrupt the activities of the installing Party and shall comply with all applicable safety standards. Upon request, the installing Party shall perform additional inspections or tests of Back-Up Metering and shall permit a qualified representative of the other Party to inspect or witness the testing of Back-Up Metering, provided, however, that such other Party shall not unreasonably interfere with or disrupt the activities of the installing Party and shall comply with all applicable safety standards. The actual expense of any such requested additional inspection or testing shall be borne by the Party requesting the test, unless, upon such inspection or testing, Back-Up Metering is found to register inaccurately by more than the allowable limits established in this Section, in which event the expense of the requested additional inspection or testing shall be borne by the installing Party. If requested in writing, the installing Party shall provide copies of any inspection or testing reports to the requesting Party.
- d. **Defective or Inaccurate Meters.** If any Electric Metering Devices, or Back-Up Metering, are found to be defective or inaccurate, they shall be adjusted, repaired, replaced, and/or recalibrated as near as practicable to a condition of zero error by the Party owning such defective or inaccurate device and at that Party's expense. If an Electric Metering Device, or Back-Up Metering, fails to register, or if the measurement made by an Electric Metering Device, or Back-Up Metering, is found upon testing to be inaccurate by two percent (2.0%) or more, an adjustment shall be made correcting all measurements by the inaccurate or defective Electric Metering Device, or Back-Up Metering, for both the amount of the inaccuracy and the period of the inaccuracy, in the following manner:
  - i. In the event that the Electric Metering Device is found to be defective or inaccurate, the Parties shall use Back-up Metering, if installed, to determine the amount of such inaccuracy, provided, however, that Back-Up Metering has been tested and maintained in accordance with the provisions of this Section. If Back-Up Metering is installed on the low side of Seller's step-up transformer, the Back-Up metering data shall be adjusted for losses, if applicable. In the event that Seller did not install Back-Up metering, or Back-Up Metering is also found to be inaccurate by two percent (2.0%) or more, the Parties shall estimate the amount of the necessary adjustment on the basis of deliveries of Energy Output from the System and to the Delivery

Point during periods of similar operating conditions when the Electric Metering Device was registering accurately. The adjustment shall be made for the period during which inaccurate measurements were made.

- ii. In the event that the Parties cannot agree on the actual period during which the inaccurate measurements were made, the period during which the measurements are to be adjusted shall be the shorter of (i) the last one-half of the period from the last previous test of the Electric Metering Device to the test that found the Electric Metering Device to be defective or inaccurate, or (ii) the one hundred eighty (180) days immediately preceding the test that found the Electric Metering Device to be defective or inaccurate.
- iii. To the extent that the adjustment period covers a period of deliveries for which payment has already been made by Purchaser, Purchaser shall use the corrected measurements as determined in accordance with this Section to re-compute the amount due for the period of the inaccuracy and shall subtract the previous payments by Purchaser for this period from such re-computed amount. If the difference is a positive number, the difference shall be paid by Purchaser to Seller; if the difference is a negative number, that difference shall be paid by Seller to Purchaser, or if the Parties agree, may take the form of an offset to payments due Seller by Purchaser. Payment of such difference by the owing Party shall be made not later than thirty (30) days after the owing Party receives notice of the amount due, unless otherwise agreed by the Parties.

#### 14. **Default, Remedies and Damages.**

- a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed to be the “**Defaulting Party**”, the other Party shall be deemed to be the “**Non-Defaulting Party**”, and each event of default shall be a “**Default Event**”:
  - i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay (“**Payment Default**”);
  - ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
  - iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
  - iv. Purchaser loses its rights to occupy and enjoy the Premises;
  - v. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure;
  - vi. Purchaser prevents Seller from installing the System or otherwise failing to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser’s obligations to make payments that otherwise would have been due under this Agreement;
  - vii. a failure to maintain insurance pursuant to Section 16 which is not corrected within thirty (30) days; or
  - viii. any uncured breach giving rise to a party’s right to terminate the Ground Lease pursuant to the terms thereof, upon the expiration of the cure period, if any, therefor.

b. **Remedies.**

- i. **Remedies for Payment Default.** If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages.
- ii. **Remedies for Other Defaults.** On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement or suspend its performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event.
- iii. **Damages Upon Termination by Default.** Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "**Termination Payment**"):
  - A. **Purchaser.** If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to for any given Contract Year (as defined in **Exhibit 4, Attachment A**), the amount set forth on **Exhibit 4, Attachment A** attached hereto. The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement. The Termination Payment shall not be less than zero.
  - B. **Seller.** If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (1) the net present value (using a discount rate of six percent (6.0%)) of the Rate Variance (RV) in \$/kWh as determined in **Section 4(b)** multiplied by the projected Guaranteed Minimum Energy Output (GMEO) in kWh as indicated in **Exhibit 7** for the remainder of the Term; (2) all costs reasonably incurred by Purchaser in reconverting its electric supply to service from its other electricity supplier; (3) any removal costs incurred by Purchaser, and (4) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero.
  - C. **Obligations Following Termination.** If a Non-Defaulting Party terminates this Agreement pursuant to this **Section 14**, then following such termination, Seller shall, at the sole cost and expense of the Defaulting Party, remove all equipment constituting the System. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

15. **Representations, Warranties and Covenants.**

- a. **General Representations and Warranties.** Each Party represents and warrants to the other the following as of the Effective Date:
  - i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

- ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.
- iii. No suit, action, arbitration, legal, administrative or other proceeding is pending or, to the best of Seller's and Purchaser's knowledge, has been threatened against either Seller or Purchaser that would affect the validity or enforceability of this Agreement or the ability of Seller or Purchaser to fulfill its commitments hereunder, or that would, if adversely determined, have a material adverse effect on Seller's or Purchaser's performance of this Agreement.

**b. Purchaser's Representations, Warranties and Covenants.** Purchaser represents and warrants to Seller the following as of the Effective Date and covenants that throughout the Term:

- i. Other Agreements. Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Premises is bound.
- ii. Accuracy of Information. All information provided by Purchaser to Seller, as it pertains to the Premises' physical configuration, Purchaser's planned use of the Premises, and Purchaser's estimated electricity requirements, is accurate in all material respects.
- iii. Purchaser Status. Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
- iv. Hazardous Substances. There are no Hazardous Substances at, on, above, below or near the Premises.
- v. No Pool Use. No electricity generated by the System will be used to heat a swimming pool.

**c. Seller's Representations, Warranties and Covenants.** Seller represents and warrants to Purchaser the following as of the Effective Date and covenants that throughout the Term that if Seller damages any other part of the Premises or any improvement thereon owned by Purchaser, Seller shall repair or reimburse Purchaser for such damage, as agreed by the Parties.

Seller hereby covenants:

- i. to construct and operate the System in compliance with all applicable laws;
- ii. to make commercially reasonable efforts to enter into one or more direct contracts, subcontracts and/or project labor agreement(s) with the East Central Illinois Building & Construction Trades Council and/or any of its applicable member organizations in connection with the construction of this Project;
- ii. to the extent that Purchaser pays to Seller all amounts then due and owing, prevent any liens from being filed on or against any real or personal property of Purchaser or the Landlord;
- iii. to obtain and remain in compliance with all permits or approvals required by any Governmental Authority;
- iv. to comply with all applicable Landlord policies set forth in the Campus Administrative Manual and the University of Illinois Facilities Standards;
- v. to comply with all of the technical and other requirements set forth in (a) Seller's Technical Proposal dated \_\_\_\_\_, as amended and supplemented (attached hereto as **Exhibit 5**), and (b) Purchaser's "Request for Electricity from On-Site Solar and PPA Proposal for the University of Illinois Chicago Issued February 3, 2020" (attached hereto as **Exhibit 6**), unless either is in conflict with the provisions of this Agreement, in which case this Agreement shall control; and
- vi. to maintain all records in digital format as otherwise required by this Agreement.

16. **System and Premises Damage and Insurance.**

a. **System and Premises Damage.**

- i. **Seller's Obligations.** If the System is damaged or destroyed other than by Purchaser's gross negligence or willful misconduct, Seller shall promptly repair and restore the System to its pre-existing condition; **provided, however,** that if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Term, Seller shall not be required to restore the System, but may instead terminate this Agreement, unless Purchaser agrees (A) to pay for the cost of such restoration of the System or (B) to purchase the System "AS-IS" at the greater of (1) the Fair Market Value of the System and (2) for any given Contract Year, the amount set forth on **Exhibit 4, Attachment A** attached hereto.
  - ii. **Purchaser's Obligations.** If the Premises is damaged or destroyed due to Purchaser's gross negligence or willful misconduct, Purchaser shall promptly repair and restore the Premises to its pre-existing condition; **provided, however,** that if more than 50% of the Premises is destroyed during the last five years of the Term, Purchaser may elect either (A) to restore the Premises or (B) to pay the amount set forth on **Exhibit 4, Attachment A** for the relevant Contract Year and all other costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.
- b. **Insurance Coverage.** At all times during the Term, starting on the Commencement of Construction, Seller shall maintain (A) property insurance on the System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least \$5,000,000 per occurrence and \$5,000,000 annual aggregate, provided such coverage amounts may be satisfied with coverage under one or more umbrella or excess policies, (C) employer's liability insurance with coverage of at least \$1,000,000, (D) workers' compensation insurance as required by law, (E) automobile insurance as required by law, and (F) builder's risk insurance in commercially reasonable form and amounts acceptable to the Landlord, acting reasonably.
- c. **Policy Provisions.** All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than ten (10) days written notice before the insurance is cancelled, or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.
- d. **Certificates.** Upon Purchaser's request, Seller shall deliver to Purchaser certificates of insurance evidencing the above required coverage. Purchaser's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles. Unless otherwise provided herein, all insurance coverage is to be on an occurrence basis rather than claims made basis.
- f. **Additional Insured.** Seller shall name Purchaser, the Landlord, and each of their employees, board members, and officers as additional insureds on all liability coverage other than workers' compensation. The coverage granted to Purchaser in this Section as an additional insured shall apply on a primary basis.
- g. **Waiver of Subrogation Against Purchaser.** Seller shall cause the insurance policies obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Purchaser and the Landlord in connection with any damage covered by any policy. Except to the extent caused by negligence or willful misconduct, neither Party shall be liable to the other for any damage exceeding applicable policy limits that are caused by fire or any of the risks insured against under the property insurance policy required by this Agreement, or that would have been covered by the property insurance policy required to be carried under this Agreement.
- h. **Release of Purchaser from Claims.** Seller hereby releases Purchaser and the Landlord, and each of their trustees, officers, agents, representatives, officers, employees and contractors, from any claims for damage to any person or to the Premises and other improvements located on the Premises, and to the fixtures, personal property, Seller's improvements, and alterations of Seller in or on the Premises and the improvements located on the Premises, in each case that are claims for such damage caused by or result from risks insured against under any insurance policies carried



by Seller under this Agreement, or that would have been covered by any insurance policy required to be carried under this Agreement.

17. **Ownership; Option to Purchase.**

- a. **Ownership of System.** Throughout the Term (except as otherwise permitted in Section 21), Seller shall be the legal and beneficial owner of the System at all times and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Premises. Each of Seller and Purchaser agree that Seller (or the designated assignee of Seller permitted under Section 21 is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Premises is located. If Purchaser is not the fee owner, Purchaser will obtain such consent from such owner. Upon request, Purchaser agrees to deliver to Seller a non-disturbance agreement in a form reasonably acceptable to Seller from the owner of the Premises (if the Premises is leased by Purchaser), any mortgagee with a lien on the Premises, and other Persons holding a similar interest in the Premises. To the extent that Purchaser does not own the Premises, Purchaser shall provide to Seller immediate written notice upon Purchaser's receipt of notice of its eviction from the Premises or termination of Purchaser's right to occupy the Premises as may be necessary to satisfy Purchaser's obligations under this Agreement, including without limitation Purchaser's obligation to accept delivery of electric energy delivered by Seller to the Delivery Point.
- b. **Option to Purchase.** At the end of the 6<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup> Contract Year, and at the end of the Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the Fair Market Value of the System. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Term, as applicable. Any such purchase shall be on an as-is, where-is basis, and Seller shall not provide any warranty or other guarantee regarding the performance of the System, provided, however, that Seller shall assign to Purchaser any manufacturers warranties that are in effect as of the purchase, and which are assignable pursuant to their terms.
- c. **Determination of Fair Market Value.** "Fair Market Value" means, in Seller's reasonable determination, the greater of: (i) the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, and (ii) for any given Contract Year, the amount set forth on Exhibit 4, Attachment A attached hereto. Seller shall determine Fair Market Value within thirty (30) days after Purchaser has exercised its option to Purchase the System. Seller shall give written notice to Purchaser of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If Purchaser reasonably objects to Seller's determination of Fair Market Value within thirty (30) days after Seller has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be shared equally by the Parties. Upon purchase of the System, Purchaser will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder.

18. **Indemnification and Limitations of Liability.**

- a. **General.** Each Party (the “**Indemnifying Party**”) shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the “**Indemnified Parties**”), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys’ fees (collectively, “**Liabilities**”) resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 14 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 18(a) however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 18(c).
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a “**Claim**”), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys’ fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 18(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 18(b) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.
- c. **Limitations on Liability.**
- i. **No Consequential Damages.** Except with respect to indemnification for third party claims pursuant to this Section 18 and damages that result from the willful misconduct of a Party, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such. The Parties agree that, in the event that Seller is required to recapture any Tax Credits or other tax benefits as a result of a breach of this Agreement by Purchaser, such recaptured amount shall be deemed to be direct and not indirect or consequential damages.
- ii. **Actual Damages.** Except with respect to indemnification for third party claims pursuant to Section 18 and damages that result from the willful misconduct of Seller, Seller’s aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Purchaser under this Agreement. The provisions of this Section 18(d)(ii) shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Seller must be brought within one (1) year after the cause of action accrues.

19. **Force Majeure.**

- a. “**Force Majeure**” means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; an abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of

any of the foregoing results from the

failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.

- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.
- c. If a Force Majeure event continues for a period of one hundred and eighty (180) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then at any time during the continuation of the Force Majeure event, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid). Notwithstanding any other provision hereunder, following the conclusion or resolution of any Force Majeure event, the Parties agree that to the extent possible, the Term of this Agreement shall be extended as necessary to preserve the rights, obligations and economic benefits of Seller and Purchaser hereunder.

## 20. Assignment, Financing and Credit Support.

- a. **Assignment.** This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without receiving further written consent from Purchaser, (i) mortgage, pledge or otherwise collaterally assign or convey its interests in this Agreement and the System to a Financing Party to secure financing or capital for the System, (ii) directly assign this Agreement to its affiliate Northern Cardinal Solar SCS IL 1, LLC, a Delaware limited liability company authorized to do business in Illinois, within thirty (30) days after execution of this Agreement, and (iii) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Northern Cardinal Solar SCS IL 1, LLC (provided that Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of all of Seller's obligations hereunder by the assignee). In the event of any such assignment and assumption of all Seller liabilities and other obligations under this Agreement by the assignee, Seller shall be released from all its liabilities and other obligations under this Agreement. However, any assignment of Seller's rights and/or obligations under this Agreement, shall not result in any change to Purchaser's rights and obligations under this Agreement. Purchaser's consent to any other assignment shall not be unreasonably withheld if Purchaser has been provided with reasonable proof that the proposed assignee is a Qualified Transferee. An assignee of this Agreement is responsible for meeting the same financial, credit, and insurance obligations under this Agreement as the assignor of this Agreement. Notwithstanding the foregoing, Purchaser may, without the prior written consent of Seller, directly or indirectly assign this Agreement and the System to the Landlord. Any assignment of Purchaser's rights and/or obligations under this Agreement, shall not result in any change to Seller's rights and obligations under this Agreement. Any assignment under this Agreement shall not operate to discharge any claims, demands or causes of action one Party may have against the other. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.
- b. **Financing Parties.**
  - i. "Financing Party" or "Financing Parties" shall mean any party (a) providing direct or indirect senior or subordinated construction, interim or long-term debt or equity financing or refinancing (including any Tax Equity Financing) to Seller, to any permitted assignee of all or any portion of this Agreement, or to any affiliates of Seller for or in connection with the development, construction, purchase, installation, ownership, or operation and maintenance of the System, whether that financing or refinancing takes the form of private debt, public debt or any other form (including debt financing or refinancing), including any equity investor directly or indirectly providing financing or refinancing for the System or purchasing equity ownership interests of Seller (including any participant in a Tax Equity Financing), any permitted assignee of all or any portion of this Agreement, or Affiliates of Seller, and any trustee or agent acting on their behalf, (b) providing direct or indirect interest rate protection agreements to hedge any of the foregoing obligations, and/or

- (c) participating directly or indirectly in a lease financing, including any sale leaseback or leveraged leasing structure, with respect to the System, and of which Seller has provided Purchaser with written notice.
- ii. “**Tax Equity Financing**” shall mean with respect to Seller or its affiliates or the System, any transaction or series of transactions resulting in a party (or successor in interest or assignee of such party) providing financing or refinancing for the System to Seller or its affiliates and whose return is substantially derived from Tax Credits, and includes any leasing transaction (including a sale-leaseback, inverted lease or the like) that has the result of the foregoing.
- iii. “**Qualified Transferee**” shall mean a Person that (a) has (or is managed by another Person or will contract with another Person that has) at least two years’ experience in the operation and maintenance of solar photovoltaic systems with an aggregate nameplate capacity of 25-50 MW and (b) has a tangible net worth of at least \$100 million, or provides a parent guaranty from a Person who is a Qualified Guarantor.
- c. **Rights and Obligations of Financing Party.** The following provisions shall apply with respect to each of Seller’s Financing Parties and future assignees and transferees of this Agreement, the System, Seller or its affiliates:
- i. Any such Financing Parties shall be permitted to foreclose on its interest in this Agreement, the System, Seller or its affiliates (including any such foreclosure that results in a change in control), and to make sales or assignments of the System, Seller or its affiliates after or in lieu of foreclosure, without the additional consent of Purchaser in accordance with the provisions of this Section 20(c). Any such Financing Parties which has foreclosed on its interest in this Agreement, the System, Seller or its affiliates assumes all of Seller’s duties and obligations under the Agreement and agrees to pay, perform, and discharge, as and when due, all of the obligations of Seller accruing on and after the date of foreclosure of its interest in this Agreement, the System, Seller or its affiliates. Any sale or assignment of the System, Seller or its affiliates after or in lieu of foreclosure by any such Financing Parties shall be permitted under this Agreement provided such assignee or purchaser (i) is a Qualified Transferee and (ii) assumes in writing all of Seller’s duties and obligations under the Agreement and agrees to pay, perform, and discharge, as and when due, all of the obligations of Seller accruing on and after the date of the assignment or sale of, the System, Seller or its affiliates by any such Financing Party.
- ii. Such Financing Party shall have the right, but not the obligation, (x) to perform any act required to be performed by Seller under this Agreement prior to such Financing Party foreclosing on its interests in this Agreement, the System, Seller or its affiliates, (y) to prevent or cure a default by Seller in accordance with Section 14, and any such act performed by such Financing Party shall be as effective to prevent or cure a default as if done by Seller. In addition to any cure periods set forth in Section 14(a), each Financing Party will be given an additional period of thirty (30) days or such longer period (but total cure periods, including those set forth in Section 14(a), shall not exceed ninety (90) days) mutually agreed by Purchaser and such Financing Party in accordance with Section 20(c)(iv) in which to cure any such default.
- iii. Purchaser shall be required to send such Financing Party a copy of any and all notices delivered to Seller if Seller has given Purchaser notice of such Financing Party.
- iv. Within thirty (30) Days of the receipt of a written request from Seller or such Financing Party, Purchaser shall execute or arrange for the delivery of certificates, consents, opinions, estoppels, amendments, and other documents reasonably requested by Seller or such Financing Party in order to consummate any financing or refinancing and shall enter into reasonable agreements with such Financing Party that provide that Purchaser recognizes the rights of such Financing Party upon foreclosure of Financing Party’s security interest and such other provisions as may be reasonably requested by Seller or such Financing Party; provided, however, that the foregoing undertakings do not alter the fundamental economics of this Agreement. All of Purchaser’s legal and other costs related to its execution or arranging for the delivery of certificates, consents, opinions, estoppels and other documents reasonably requested by Seller shall be paid by Seller.
- v. Subject to the provisions of this Section 20, Purchaser agrees that no Financing Party shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Agreement on the part of Seller or shall have any obligation or liability to Purchaser with respect to this Agreement except to the extent any Financing Party has expressly assumed the obligations of Seller hereunder; provided, that

Purchaser shall nevertheless be entitled to exercise all of its rights hereunder in the event that Seller or Purchaser fails to perform Seller's obligations under this Agreement.

- vi. Purchaser will not exercise any right to terminate or suspend this Agreement, unless it shall have given such Financing Party prior written notice of its intent to terminate or suspend this Agreement and shall have negotiated in good faith with such Financing Party as to the cure period(s) that will be allowed for such Financing Party to cure the Default Event with respect to Seller (such cure period(s) shall not exceed ninety (90) days). Purchaser shall accept a cure performed by such Financing Party so long as the cure is accomplished within the applicable cure period so agreed to between Purchaser and any Financing Party. Notwithstanding any such action by a Financing Party, Seller shall not be released and discharged from and shall remain liable for any and all obligations to Purchaser arising or accruing hereunder.
- vii. Purchaser agrees and acknowledges that the Financing Parties are third-party beneficiaries of the provisions of this Section 20(b) and Section 20(c).

**d. Credit Support.**

- i. Seller Credit Support. To provide a adequate credit protection for Purchaser, Seller (including any future assignees per Section 20(a) or any Qualified Transferee as defined in Section 20(b)) shall provide the following credit support:

(A) a Qualified Seller meeting the bond rating and market capitalization requirements in this section do not require additional credit support. If this is not the case the Seller may provide a payment guaranty from a Qualified Guarantor, substantially in the form set forth in Exhibit XX (the "Guaranty") and/or a letter of credit from a Qualified financial Institution, substantially in the form set forth in Exhibit XX (the "Letter of Credit").

(B) within thirty (30) days of the Effective Date of this Agreement, Seller shall provide Purchaser with a payment guaranty and/or letter of credit as specified in (A) above in amounts as indicated in the table below.

(C) during the term of the Agreement, Seller shall maintain the Guaranty and/or Letter of Credit amounts as specified in the following table from a Qualified Guarantor and a Qualified Financial Institution, respectively.

PPA Period	Guaranty	Letter of Credit	Total Credit Support
PPA Execution + 30 days	\$	\$	\$
Commercial Operation Date	\$	\$	\$
Years 1-20	\$	\$	\$

Should Seller's credit support provider's credit and/or financial position decrease below the Qualified Seller, Qualified Guarantor, or Qualified Financial Institution requirements in this Section 20(d), the Seller shall notify Purchaser within five (5) business days and shall have thirty (30) days to provide replacement credit support that meets the requirements set forth herein. If Seller fails to remedy this event, then this shall be considered a Default according to Section 14.

As used in this Section 20(d)(i): "**Qualified Seller**" or "**Qualified Guarantor**" means any Person with a credit rating of A- (Standard & Poor's Corporation) or A3 (Moody's Investors Service, Inc.) and a market capitalization of at least \$100 million or BBB- (S&P's) or Baa3 (Moody's) and a market capitalization of \$500 million. Audited financial statements for a Qualified Seller and/or Qualified Guarantor shall be provided at least annually by the Seller (or any assignee of Seller) to the Purchaser. "**Qualified Financial Institution**" is a financial institution with a minimum bond rating of at least A- (Standard & Poor's) or A3 (Moody's) and a market capitalization of \$100 million. "**Person**" means any individual, corporation, limited liability

company, trust, joint venture, a filiated company, limited or general partnership, unincorporated organization, or other entity.

- ii. **Purchaser Credit Support.** To provide adequate credit protection for Seller, within thirty (30) days of the Effective Date of this Agreement, Purchaser (including any future assignees per Section 20(a)) shall provide either (x) a payment guarantee substantially in the form set forth in **Exhibit XX** from its parent entity that shall maintain a minimum bond rating of at least BBB- (Standard & Poor's) or Baa3 (Moody's) and Tangible Net Worth of \$500 million as demonstrated with the most recently audited financial statements provided at least annually by the Purchaser to the Seller (or its assignee), or (y) a letter of credit substantially in the form of **Exhibit XX** from a financial institution with a minimum bond rating of at least A- (Standard & Poor's) or A3 (Moody's) and a market capitalization of \$100 million as demonstrated with the most recently audited financial statements provided at least annually by the Purchaser to the Seller (or its assignee). Such guaranty or letter of credit amount should be sufficient to cover Purchaser's Termination Payment to Seller as described in Section 14(b)(iii)(A). Should Purchaser or Purchaser's credit support provider's credit and/or financial position decrease below the minimum bond and/or capitalization requirements or if the net contract termination exposure exceeds credit support limits, Purchaser will have 30 days to provide replacement credit support that meets the bond rating and capitalization requirements set forth herein and covers Seller's exposure. If Purchaser fails to remedy this event, then this shall be considered a Default according to Section 14.

## 21. **Confidentiality and Publicity.**

- a. **Confidentiality.** If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Purchaser's business ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the System. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and a filiates, lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information). Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 21(a), except as set forth in Section 21(b). All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 21(a) by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 21(a). To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 21(a), but shall be in addition to all other remedies available at law or in equity.
- b. **Permitted Disclosures.** Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.
- c. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall

coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and Environmental Incentives and any related reporting rights.

22. **Dispute Resolution.** In the event of any dispute arising under this Agreement (a “**Dispute**”), within seven (7) days following the delivered date of a written request by either Party (a “**Dispute Notice**”), (i) each Party shall appoint a representative (individually, a “**Party Representative**”, together, the “**Parties’ Representatives**”), and (ii) the Parties’ Representatives shall confer within fourteen (14) days of delivery of the Dispute Notice if the dispute is not settled prior to that time. The Parties’ Representatives shall meet to negotiate and attempt in good faith to resolve the Dispute quickly, informally and inexpensively with the specific goal of reconciling differences and allowing the Parties to continue in this Agreement for the mutual benefit of both Parties. In the event the Parties’ Representatives cannot resolve the Dispute within fourteen (14) days after delivery of the Dispute Notice, within seven (7) days following any request by either Party at any time thereafter, each Party Representative (I) shall independently prepare a written summary of the Dispute describing the issues and claims, (II) shall exchange its summary with the summary of the Dispute prepared by the other Party Representative, and (III) shall submit a copy of both summaries to a senior officer of the Party Representative with authority to irrevocably bind the Party to a resolution of the Dispute. The senior officers for both Parties shall negotiate in good faith to resolve the Dispute, subject to any required internal approval of any such resolution by the Parties. If the Parties have not resolved the Dispute within thirty (30) days after delivery of the Dispute Notice, either Party may seek legal and equitable remedies. Nothing in this Agreement shall prevent either Party from pursuing judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court of competent jurisdiction is necessary to prevent serious and irreparable injury to a Party or to others.

23. **Miscellaneous Provisions.**

- a. **Choice of Law.** The law of the state where the System is located shall govern this Agreement without giving effect to conflict of laws principles.
- b. **Arbitration and Attorneys’ Fees.** Any dispute arising from or relating to this Agreement shall be arbitrated in the State of Illinois. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys’ fees and costs.
- c. **Operating Records.** Seller and Purchaser shall each keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this Agreement, including such records as may be required a Governmental Authority in the prescribed format. Seller shall maintain an accurate and up-to-date operating log, in electronic format, with records of production for each clock hour; changes in operating status; scheduled outages and curtailments for the purposes of proper administration of this Agreement, including such records as may be required by a Governmental Authority in the prescribed format.
- d. **Prevailing Wage.** Seller shall pay a wage of no less than the general prevailing hourly rate as paid for work of a similar character (as well as fringe benefits) in the locality in which the work is performed, to all laborers, workers and mechanics, pursuant to definitions, guidelines and procedures set forth in the State of Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. If the Illinois Department of Labor revises the prevailing rate of hourly wages and to be paid and fringe benefits to be provided by the Purchaser, the revised rate and fringe benefits shall apply to this contract. For purpose of compliance with the Prevailing Wage Act, information on the applicable prevailing wages (hourly rate, certain fringe benefits and other requirements) can be found at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>.
- e. **Billing and Payment Records.** To facilitate payment and verification, Seller and Purchaser shall keep all books and records necessary for billing and payments in accordance with the terms of this Agreement and grant the other Party reasonable access to those records subject to the confidentiality provisions of this Agreement.



- f. Examination of Records.** Subject to the confidentiality provisions of this Agreement, Seller and Purchaser may examine the billing and operating records kept by the other Party relating to transactions under and administration of this Agreement, to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made hereunder, at any time during the period the records are required to be maintained, upon request and during normal business hours. Seller shall maintain a copy of all documents, permits, authorizations, manifests, data and reports, after completion of the Agreement, for six (6) years, or as required by applicable law, whichever time period is greater. If any statement is found to be inaccurate, a corrected statement shall be issued, and any amount due thereunder will be promptly paid.
- g. Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, a acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.
- h. Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 15 (Representations and Warranties), Section 8(h) (No Warranty), Section 16(b) (Insurance Coverage), Section 18 (Indemnification and Limits of Liability), Section 21 (Confidentiality and Publicity), Section 23(a) (Choice of Law), Section 23(b) (Arbitration and Attorneys' Fees), Section 23(f) (Notices), Section 23(j) (Comparative Negligence), Section 23(k) (Non-Dedication of Facilities), Section 23(m) (Service Contract), Section 23(n) (Relationship of Parties), Section 23(o) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 23(q) (No Third Party Beneficiaries).
- i. Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- j. Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
- k. Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
- l. Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 12 of this Agreement.

- m. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.
- n. **Service Contract.** The Parties intend this Agreement to be a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity and environmental attributes from the System.
- o. **Diverse Business Enterprises.** Seller shall use commercially reasonable efforts as set forth in its proposal attached as Exhibit 5 to this Agreement to utilize minority business enterprises (“MBE”) and woman business enterprises (“WBE, together with MBE, diverse business enterprises (“DBE”)) in the award of contracts and work under this Agreement in accordance with its estimated DBE participation for System construction and operation. Seller agrees to maintain records to document contracts and specific efforts made to seek out and identify potential DBEs as contractors. Seller agrees to use commercially reasonable efforts to replace a DBE contractor who is unable to perform successfully with another DBE contractor. Attached as **Exhibit 10** to this Agreement is a list of DBE vendors in the vicinity of the site for the System.
- p. **Relationship of Parties.** This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party. The duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. Seller shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons to perform such services, including all federal, state, and local income, social security, payroll, and employment taxes and statutorily mandated workers’ compensation coverage. None of the persons employed by Seller shall be considered employees of Purchaser for any purpose; nor shall Seller represent to any person that he or she is or shall become a Purchaser employee. The relationship between Purchaser and Seller shall be that of contracting party to independent contractor. Accordingly, subject to the terms of this Agreement, Purchaser shall have no general right to prescribe the means by which Seller shall meet its obligations under the Agreement.
- q. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
- r. **Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- q. **No Third Party Beneficiaries.** Except for assignees, Financing Parties, and Qualified Transferees permitted under **Section 20**, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

**Attachment A**  
Termination Payments

Early Termination occurs in Year:	Early Termination Fee	\$/W
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
End of Term		

Seller Technical Proposal

(see attached)

SAMPLE

Request for Electricity from On-Site Solar and PPA Proposal  
for the University of Illinois Chicago Issued October 31, 2022

(see attached)

SAMPLE

Guaranteed Minimum Energy Output

<b>Project Year</b>	<b>Expected kWh</b>	<b>Guaranteed Minimum Energy Output</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

The above kWh production figures are based on the “SolarAnywhere Typical GHI Year Lat\_Lon\_TMY3” data for Chicago Illinois as derived from model v.3.2 as of the Effective Date, such data file as provided by Seller to Purchaser on or before the Effective Date.

Ground Lease

(see attached)

SAMPLE

## System Performance Testing

Performance Testing shall be conducted by Seller in accordance with the performance test described in that certain “Solar Photovoltaic Facilities | Technical Specifications” document provided by Seller to the Purchaser on

SAMPLE



### Diverse Business Enterprises (DBE)

In Accordance with Section 23(n) of this Agreement, the following is a partial list DBE vendors registered with the Illinois Department of Central Management Services Business Enterprise Program database (available at <https://cms.diversitycompliance.com/>), that may be relevant for such services as: Civil Construction, Landscaping, Fencing, Engineering, Geotech and Survey, located in the State of Illinois. Seller makes no representations as to the qualifications or appropriateness for any such vendor listed. This list will be updated monthly or more often as reasonably requested by Purchaser throughout the construction period. A final list will be provided 90 days from the Condition of

Certified Directory  
As of 3/13/2019 1:06:56 PM  
Results filtered by search parameters: WMBE in IL, selected NAIP Codes listed below

Company Name	DBA Name	City	State	Certification Type	Expiration	Capability	Commodity Codes
COI Piping Company	COI Services	Collingsville	IL	WMBE	5/24/25	PIPE, TUBING, AND ACCESSORIES (NOT FITTINGS); Road and Highway Building Materials	45400 - PIPE, TUBING, AND ACCESSORIES (NOT FITTINGS); 74500 - ROAD AND HIGHWAY BUILDING MATERIALS, ASPHALTIC)
D B Steffen Consultants, Inc.		Chicago	IL	WMBE	7/9/20	ENGINEERING SERVICES, PROFESSIONAL; Civil Engineering; Mapping and Geographical Information Systems (GIS) Services; Including Cartography and Surveying Services, Not Aerial; (See 900-33 for Digital Mapping Services and 905-20 for Aerial Mapping and Survey Services); Drafting Services	90798 - Drafting Services; 92500 - ENGINEERING SERVICES, PROFESSIONAL; 92517 - Civil Engineering; 96252 - Mapping and Geographical Information Systems (GIS) Services; Including Cartography and Surveying Services, Not Aerial; (See 900-33 for Digital Mapping Services and 905-20 for Aerial Mapping and Survey Services)
ELM Engineering, Inc.	TrueSmart/ELM Corporation	Chicago	IL	WMBE	6/7/20	ENGINEERING SERVICES, PROFESSIONAL; Civil Engineering; Facilities Design Services; Engineering; Traffic and Transportation Engineering; Urban Planning Consulting	91812 - Urban Planning Consulting; 92500 - ENGINEERING SERVICES, PROFESSIONAL; 92517 - Civil Engineering; 92537 - Facilities Design Engineering; 92593 - Traffic and Transportation Engineering
Environmental Design International, Inc.		Chicago	IL	WMBE	5/13/20	Engineering Services, Non-Licensed (Not Otherwise Classified); Including Consulting; Inspection, Monitoring of Insulation and Asbestos Installation and Removal Services; Asbestos Consulting; Environmental Consulting; Engineering Services, Professional; Civil Engineering; Environmental Engineering; Hazardous Waste Engineering Services; Including Remedial Investigations and Feasibility Studies for Waste Sites; Municipal Engineering; Sanitary Engineering; Traffic and Transportation Engineering; Surveying Services, Land; Lead and Asbestos Inspection Services; Remediation Services, Environmental; Including Rehabilitation Services Hazardous Waste and Mold Remediation;	90740 - Engineering Services, Non-Licensed (Not Otherwise Classified); Including Consulting; 92040 - Inspection, Monitoring of Insulation and Asbestos Installation and Removal Services; 91813 - Asbestos Consulting; 91843 - Environmental Consulting; 925 - Engineering Services, Professional; 92517 - Civil Engineering; 92535 - Environmental Engineering; 92551 - Hazardous Waste Engineering Services; Including Remedial Investigations and Feasibility Studies for Waste Sites; 92570 - Municipal Engineering; 92581 - Sanitary Engineering; 92586 - Surveying Services, Land; 92593 - Traffic and Transportation Engineering; 92658 - Lead and Asbestos Inspection Services; 92678 - Remediation Services, Environmental; Including Rehabilitation Services Hazardous Waste and Mold Remediation
Garth Building Products & Services		Thomson	IL	WMBE	5/2/25	BRICKS, CLAY, REFRACTORY MATERIALS, STONE, AND TILE PRODUCTS; BRICKS, CLAY, REFRACTORY MATERIALS; Stone Products, Fabricated, Misc. Building/Construction Materials.; Construction Materials (Not Otherwise Classified); FASTENERS: BOLTS, NUTS, PINS, RIVETS, SCREWS, etc. (INCL. PACKAGING, STRAPPING AND TYING EQUIPMENT AND SUPPLIES); FASTENERS: BOLTS, NUTS, PINS, RIVETS, SCREWS, etc.; Bolts, Steel; Bolts, Metal or Other Material (Not Steel); Fasteners (Not Otherwise Classified); Nuts, Steel (Including Nutserts); Nuts, Metal or Other Material (Not Steel); Screws, All Kinds (Not Otherwise Classified); Washers, Steel; Washers, Metal or Other Material (Not Steel); LUMBER, SIDING, AND RELATED PRODUCTS; PLUMBING EQUIPMENT, FIXTURES, AND SUPPLIES; Pipe Fittings, Brass And Copper; Plumbing Fixtures and Parts; Plumbing Trim: Faucets, Fittings, etc.; Plumbing Equipment, Accessories and Supplies (Not Otherwise Classified); Rubber Goods and Plumbing Speciaites: Gaskets, Leathers, Seats, Washers, etc.; ROOFING MATERIALS AND SUPPLIES; Aggregate, Gravel, Marble and Stone Chips, etc. (For Roof); Asphalt, Roofing, Bolts, Clips, Fasteners, etc. (For Sheet Roofing); Cant Strips (Expansion Joint Fillers); Caps, Roofing; Cement and Mortar; Roofing; Coatings, Roof, All Kinds; Felt, Roofing (Belt); Flashing; Eave Strips; Gravel Guards; Ridge Rolls, Valleys, etc. (Metal); Flashing; Plastic; Insulation, Roof, All Kinds; Paper; Roofing; Flashed, Roofing; Aluminum Composite; Composite; V-Drip; etc.; Roofing; Adhesives; Cement; Composite, etc.; Shingles, Composite; Asphalt; Shingles; Fiberglass; Shingles, Composite; Asphalt; Shingles; Fiberglass; Shingles, Composite	13300 - BRICKS, CLAY, REFRACTORY MATERIALS, STONE, AND TILE PRODUCTS; 13552 - Stone Products, Fabricated; 13599 - Misc. Building/Construction Materials.; 15010 - Construction Materials (Not Otherwise Classified); 15000 - FASTENERS: BOLTS, NUTS, PINS, RIVETS, SCREWS, ETC., INCLUDING PACKAGING, STRAPPING AND TYING EQUIPMENT AND SUPPLIES; 12000 - Bolts, Steel; 12022 - Bolts, Metal or Other Material, Not Steel; 12006 - Fasteners (Not Otherwise Classified); 12042 - Nuts, Steel, Including Nutserts; 12043 - Nuts, Metal or Other Material, Not Steel; 12045 - Screws, All Kinds (Not Otherwise Classified); 12091 - Washers, Steel; 12092 - Washers, Metal or Other Material, Not Steel; 14000 - LUMBER, SIDING, AND RELATED PRODUCTS; 47000 - PLUMBING EQUIPMENT, FIXTURES, AND SUPPLIES; 47008 - Pipe Fittings, Brass And Copper; 47055 - Plumbing Fixtures and Parts; 47056 - Plumbing Trim: Faucets, Fittings, etc.; 47057 - Plumbing Equipment, Accessories and Supplies (Not Otherwise Classified); 47058 - Rubber Goods and Plumbing Speciaites: Gaskets, Leathers, Seats, Washers, etc.; 77000 - ROOFING MATERIALS AND SUPPLIES; 77006 - Aggregate, Gravel, Marble and Stone Chips, etc., For Roof); 77009 - Asphalt, Roofing; 77015 - Bolts, Clips, Fasteners, etc., For Sheet Roofing; 77018 - Cant Strips, Expansion Joint Fillers; 77020 - Caps, Roofing; 77023 - Cement and Mortar; Roofing; 77025 - Coatings, Roof, All Kinds; 77038 - Felt, Roofing, Belt; 77041 - Flashing; Eave Strips; Gravel Guards; Ridge Rolls; Valleys, etc., Metal; 77043 - Flashing; Plastic; 77045 - Insulation, Roof, All Kinds; 77048 - Paper, Roofing; 77053 - Flashing; Plastic; Insulation, Roof, All Kinds; Paper; Roofing; Flashed, Roofing; Aluminum Composite; Composite; V-Drip; etc.; Roofing; Adhesives; Cement; Composite, etc.; Shingles, Composite; Asphalt; Shingles; Fiberglass; Shingles, Composite
Garco Kerhoff Engineering, LLC		Chicago	IL	WMBE	11/29/19	92500 ENGINEERING SERVICES, PROFESSIONAL.; 92549 Highways, Streets, Airport Pav-Parking Lots Engineering.; 92548 Structural Engineering.	92500 - ENGINEERING SERVICES, PROFESSIONAL; 92549 - Highways, Streets, Airport Pav-Parking Lots Engineering; 92548 - Structural Engineering
J. P. Excavating & Trucking, Inc.		Danville	IL	WMBE	10/18/19	NAIP 91244 Excavation Services.; NAIP 96229 Hauling Services.; NAIP 96226 Material Handling Services.; Crating and Packing Services for Transportation; NAIP 13560-Construction Materials (Not Otherwise Classified)	15030 - Construction Materials (Not Otherwise Classified); 91244 - Excavation Services; 96226 - Material Handling Services; Crating and Packing Services for Transportation; 96229 - Hauling Services
Jason Mechanical Corporation		Joliet	IL	WMBE	8/1/20	Pipe and Tubing Fittings.; Heating, Air Conditioning, and Ventilation Maintenance, Repair and Installation Services.; CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE AND REPAIR SERVICES); Plumbing Equipment, Pipe, Fittings and Fixture Manufacturing Services	45900 - PIPE AND TUBING FITTINGS; 93036 - Heating, Air Conditioning, and Ventilation Maintenance, Repair and Installation Services; 91200 - CONSTRUCTION SERVICES, GENERAL, INCLUDING MAINTENANCE AND REPAIR SERVICES; 96700 - Plumbing Equipment, Pipe, Fittings and Fixture Manufacturing Services
PEST PRO'S UNLIMITED, LLC	NELSON'S ENVIRONMENTAL SOLUTIONS, LLC	Chicago	IL	WMBE	7/13/25	General Construction; Misc. Building/Construction Materials.; Construction Materials (Not Otherwise Classified); Wall and Ceiling Repair and Replacement (Including Drywalling); Pest Control (Incl. Termite Inspection and Control); Bed Proofing; Animal Trapping; Rodent Control; Exterminating and Fungigation	13599 - Misc. Building/Construction Materials.; 15010 - Construction Materials (Not Otherwise Classified); 92059 - Pest Control Services; Termite Inspection and Control; Bed Proofing; Animal Trapping; Rodent Control; Exterminating and Fungigation; 93075 - Wall and Ceiling Maintenance, Repair and Replacement Services; Including Drywalling; 96842 - General Construction
R.M. Chin & Associates Inc.	NA	CHICAGO	IL	WMBE	3/8/20	Public Relations Consulting.; Computer/Hardware Consulting.; Computer Software Consulting.; Construction Consulting.; Environmental Consulting.; Management Consulting.; Strategic Planning and Consulting.; Installation of Computers, Peripherals, and Related Equipment (Including Software.); Civil Engineering.; General Construction; Management; Scheduling; Cost Estimation Engineering.; Construction Management Services; Drafting Services.; Computer Aided Design (CAD) Services	90738 - Drafting Services; 91826 - Public Relations Consulting; 91828 - Computer Hardware Consulting; 91829 - Computer Software Consulting; 91831 - Construction Consulting; 91843 - Environmental Consulting; 91875 - Management Consulting; 91890 - Strategic Planning and Consulting; 92018 - Computer Aided Design (CAD) Services; 92081 - Installation of Computers, Peripherals, and Related Equipment (Including Software); 92517 - Civil Engineering; 92544 - General Construction; Management; Scheduling; Cost Estimation Engineering; 95826 - Construction Management Services
SFAAN Tech, Inc.		Chicago	IL	WMBE	2/15/24	ARCHITECTURAL SERVICES, PROFESSIONAL; ENGINEERING SERVICES, PROFESSIONAL; Civil Engineering; Electrical Engineering; Including Cogeneration Design Services; Structural Engineering; Construction Management Services	90600 - ARCHITECTURAL SERVICES, PROFESSIONAL; 92500 - ENGINEERING SERVICES, PROFESSIONAL; 92517 - Civil Engineering; 92511 - Electrical Engineering; Including Cogeneration Design Services; 92588 - Structural Engineering; 95826 - Construction Management Services

Satisfaction Date.

### Exhibit 11

Form of Seller Guaranty

(see attached)

SAMPLE

Form of Letter of Credit

(see attached)

SAMPLE

**Exhibit**  
Form of Purchaser Guaranty

(see attached)

SAMPLE