

**SOLAR PHOTOVOLTAIC SYSTEM
ENGINEERING, PROCUREMENT AND CONSTRUCTION
SERVICES AGREEMENT**

This SOLAR PHOTOVOLTAIC SYSTEM ENGINEERING, PROCUREMENT AND CONSTRUCTION SERVICES AGREEMENT (this “Agreement”) made as of the 26th day of September, 2023 (the “Effective Date”), is entered into by and between contractor EXAMPLE Consulting LLC, a Georgia limited liability company with offices located at (hereinafter “Contractor”); subcontractor EXAMPLE Home Solutions LLC, a Georgia limited liability company with offices located at (“EXAMPLE” and a “Subcontractor”); EXAMPLE Solar Operating, Inc. a Georgia corporation (“EXAMPLE” and a “Subcontractor”); and Georgia BRIGHT Solar LLC, a Georgia limited liability company (“Developer”).

RECITALS

WHEREAS, Developer desires to secure the services of Contractor to procure the Equipment (as such term is defined below) and to provide design, engineering, project management, installation and commissioning services for interconnected solar photovoltaic energy production systems (the “Systems”) to be installed on and operated by Developer on the properties to be described in the Notice To Proceed Form provided in Exhibit A.1 attached and incorporated hereto (each a “Site” and collectively the “Sites”, and the installation of the Systems on the Sites shall be referred to herein collectively as the “Project”);

WHEREAS, Contractor has secured the services of each Subcontractor to perform such services described in Exhibit B, attached and incorporated hereto, and each Subcontractor agrees to be bound by the terms and conditions and described in this Agreement (all of Contractor’s and both Subcontractors’ services and work described herein as the “Work”);

WHEREAS, the System specifications for each installation will be provided by Contractor for Developer approval on the form provided in Exhibit C, attached and incorporated hereto;

WHEREAS, Contractor desires to provide the foregoing services and any services related to the Project to Developer upon the terms and conditions of this Agreement and the Schedules and Exhibits attached hereto;

WHEREAS, in exchange for the consideration described herein, Contractor is willing to provide its services, including Contractor’s management and oversight of all Subcontractor activities and performance under this Agreement and Contractor’s payment of Subcontractor services;

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth in this Agreement and the Exhibits hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Scope of Work. Contractor shall perform the Work according to the minimum standards described in Exhibit B attached and incorporated hereto, and Contractor shall ensure that all Work performed by each Subcontractor and any additional subcontractors shall be performed according to the Prudent Industry Standards, as defined below, and subject to the terms of this Agreement, including, without limitation, as set forth in Section 4.

2. Notice to Proceed for each Site. Developer shall provide to Contractor a written notice using the Notice To Proceed Form provided in Exhibit A,1 attached and incorporated hereto, or in written notice that includes the same information, including at a minimum: i) the Site location; ii) the homeowner or building owner name, phone number, and other contact information; iii) the project specifications including the intended solar generating system nameplate capacity and any battery or other energy storage nameplate capacity; iv) other necessary technical information required to complete the installation; v) Site-specific information from the homeowner or the building owner; vi) any targeted installation dates and vii) any targeted dates of Final Completion at the Site. Developer's delivery of the Notice to Proceed Form constitutes notice to proceed with the installation at that Site, and Contractor shall contact the designated homeowner or building owner to begin the Work for that Site.

3. Project Cost / Payment Schedule. Developer shall pay to Contractor, as its sole compensation for the performance of the Work, according to the pricing schedule detailed in Exhibit D, attached and incorporated hereto, including all applicable taxes and/or fees (the "Contract Price"). Contractor shall bear all of its costs and expenses to be paid or incurred in its performance of the Work, including any and all payments owed to each Subcontractor and any additional subcontractors, and the costs of any application fees or fees for permits, without any further compensation or recourse to Developer.

3.1 Developer shall pay Contractor the applicable Contract Price for each Site (as outlined in Exhibit D), as follows in immediately available funds in U.S. Dollars (the "Payment Schedule"), and upon delivery to Contractor of a Payment Request in the form provided in Exhibit E (the "Payment Request Form") in accordance with Section 3.3, including the exact amount of all applicable sales, use and/or taxes and/or fees, if any, assessed by governmental agencies upon Contractor or its subcontractors for services rendered in connection with each Site.

- (i) First Payment: Fifty percent (50%) of the Contract Price shall be paid upon the occurrence of the following items: (a) securing electrical and building permits; and (b) delivery of a purchase order to Developer for all racking equipment, PV modules, battery equipment (if applicable), and inverters;
- (ii) Second Payment: Forty percent (40%) of the Contract Price shall be paid upon Substantial Completion (as defined below) for each Site; and
- (iii) Final Payment: Ten percent (10%) of the Contract Price upon meeting all Final Completion Requirements in Exhibit J.

3.2 Developer's obligation to make First Payment and the Second Payment is strictly conditioned upon Contractor providing Developer with a Payment Request Form for the Work as outlined in Section 3.3 below (in the form provided in Exhibit E). Developer's obligation to make Final Payment is strictly conditioned upon (1) Contractor providing Developer with a Payment Request Form for the Work and (2) conditional and final lien waivers (in the form provided in Exhibit F attached hereto) from Contractor, including any Work performed by the Subcontractors and any additional subcontractors, associated with the invoiced Work. For the avoidance of doubt, Developer will not make Final Payment payment hereunder without first receiving the associated lien waiver(s).

3.3 Upon satisfying all work and documentation of Work required, no more than twice per month, Contractor shall provide to Developer a Payment Request Form setting forth the amounts of such payments due for all Sites which have reached the milestones required for such First Payment, Second Payment and Final Payment, as appropriate for each Site. Developer

shall review all Payment Request Form submissions and shall provide to Contractor in writing any objections to any submitted Payment Requests within five (5) business days' receipt, after which Developer and Contractor shall meet and confer to resolve any disputed Payment Requests. Should any undisputed payment not be made within thirty (30) days after Developer's receipt of Contractor's Payment Request Form and lien waiver, Contractor may suspend services under this Agreement until all undisputed amounts due for services and expenses have been paid in full.

4. Performance of the Work; Project Schedule. The Contractor's Project Schedule for completion of the Work for each Site shall be as described in Exhibit G, attached and incorporated hereto. Such Project Schedule represents Contractor's commitment to the time required to perform the Work, unless otherwise agreed to in writing by Developer solely with respect to any single individual Site by Developer. Contractor shall commence the Work immediately upon receipt of written Notice to Proceed from Developer for each Site. Contractor shall complete the Work according to the Project Schedule. Upon request by Contractor and with the consent of Developer, which consent shall not be unreasonably withheld, the schedule dates and milestones in this Agreement are subject to change in the event of unforeseen circumstances, which shall include utility and local inspector delays, Force Majeure (as defined herein), or extreme weather events. Developer hereby engages Contractor to perform the following Work, whether by Contractor, a Subcontractor, or any additional subcontractor(s):

4.1. Design; Engineering; Permitting. Contractor shall ensure the preparation of such design and engineering documents as it may determine are necessary to obtain required permits for and to complete the installation and commissioning of the Project ("Design Documents"). Developer shall review and approve the Design Documents for each Site not later than five (5) business days after Contractor's delivery of the same to Developer. If Developer fails to amend or reject such Design Documents within such five (5) business days, the Design Documents shall be deemed approved by Developer. Contractor agrees to perform the Work substantially in accordance with the Design Documents approved (or deemed approved) by the Developer. Contractor shall obtain in its name or shall cause the Subcontractors or any of its additional subcontractors to obtain in their own names such permits and approvals of governmental authorities as may be required to perform the Work. Contractor shall identify and obtain such permits and approvals of governmental authorities and the retail electric utility as are required in connection with the Developer's use and operation of the System after Final Completion.

4.2. Equipment Procurement and Delivery. Contractor shall procure or cause to be procured and shall deliver or cause to be delivered to the Site the Equipment required to complete the System in accordance with the Design Documents. "Equipment" shall include, but is not limited to, the major components of the System, including the solar photovoltaic modules, inverters, racking and assembly, battery-storage equipment (if applicable), wiring conduits, wiring and other equipment and as may be necessary to interconnect the System to the existing electric system at the Site and the existing electric distribution system of the local utility at the Site.

4.3. Installation. Contractor shall ensure that all tasks performed, labor provided, and other aspects of the Work conducted at each Site, are as detailed in Scope of Work and in conformance with the Design Documents, applicable law, codes and Prudent Solar Industry Practices. "Prudent Solar Industry Practices" shall mean those practices, methods, standards, and acts (including those engaged in or approved by a significant portion of the solar-generated photovoltaic energy industry for similar facilities) that at a particular time in the exercise of good judgment, and in light of the facts known at the time the decision was made, would have been expected to accomplish the desired result in compliance with all law and codes, and in a manner

consistent with safety, environmental protection, economy, and expedition; provided that such practices. Subject to the terms of this Agreement, the parties shall cooperate with one another in connection with Contractor's performance of the Work and coordinate on the timing, logistics, necessary equipment, and other factors related to installation of the System, and the parties shall coordinate with the Building Owner for reasonable access and cooperation with the Work.

4.4. Substantial Completion. "Substantial Completion" shall mean that all Systems' modules are installed on Homeowner or building owners' roofs, inverters are mounted, and all other System components are installed pursuant to the Design Documents and other specifications provided in the Scope of Work with respect to the completion of the System and that the System would produce power but for any remaining utility scope of work, utility energization, and in-service testing. Contractor shall provide written notice in the form of a Notice of Substantial Completion in accordance with Exhibit A.2 to Developer upon meeting the requirements of this Section. If Developer does not issue any notice or response within the subsequent five (5) business days, then Substantial Completion shall be deemed to have been achieved as of the date of Contractor's notice.

4.5. Testing; Final Completion. Following Substantial Completion, and after all other items in the Scope of Work required of Contractor including the receipt of any final permitting approvals required for operation of the System have been fulfilled, and Contractor shall demonstrate its performance of and compliance with the system testing procedures and requirements to be agreed upon between the Parties ("System Testing") and shall complete, execute or cause execution of and deliver such documentation as may be required by, and shall arrange for and obtain any final inspections and approvals from the local electric distribution utility, any governmental authority or other third party and such other items as may be set forth on and in accordance with Exhibit J, as may be required prior to the operation of the System at the Site ("Final Completion Requirements"). Satisfaction of this Section shall constitute "Final Completion." Upon Contractor's completion of its obligations under this Section, including satisfactory documentation of successful System Testing and Contractor's or the Developer's receipt of the Final Approvals, Contractor shall issue written notice in the form of a Notice of Final Completion to the Developer. If the Developer does not issue any notice or response within the subsequent five (5) business days, then Final Completion shall be deemed to have been achieved as of the date of Contractor's notice.

4.6. Documentation; Cooperation. Not later than thirty (30) days after the date of Final Completion, Contractor shall provide documentation (the "O&M Plan") of each Site to Developer, which shall include an operating manual and maintenance schedule with permits and related documents, interconnection agreement, permission to operate, and related documents, cut sheets, specification sheets, and as-built drawings of the System. Contractor shall cooperate with Developer and provide any and all documentation and assistance that the Developer may require to evidence its rights in and/or apply for and receive any rebates and/or financial incentives or attributes of generation, as described in this Agreement.

5. Developer's Assistance to Contractor; Contractor Obligations. Developer shall provide such cooperation assistance as Contractor requires to facilitate timely completion of the Project, including, but not limited to (a) promptly responding to any Contractor information requests regarding Developer's requirements for the Project; (b) granting Contractor access to the Site for inspection, installation, testing, and commissioning, completing the Work and performing any warranted work on the System; and (c) assisting Contractor with logistical details. Notwithstanding the foregoing, Developer shall be required to cooperate and assist Contractor only to the extent it is permitted to do so by the

building owner or Homeowner. Contractor shall provide reasonable security and protection for all persons, property, and Equipment employed or used by Contractor at the Site.

6. Subcontractors. Contractor may subcontract all or any portion of the Work, provided that Contractor shall remain liable to Developer for any of the work so subcontracted. Contractor agrees that it will require all subcontractors to perform and complete their portion of the work in accordance with this Agreement, and the laws, rules and regulations of all governmental authorities having jurisdiction over such work shall apply. Contractor shall require each subcontractor to assume toward Contractor all of the obligations and responsibilities which Contractor assumes towards Developer pursuant to this Agreement. Each subcontractor shall comply with the insurance requirements in this Agreement. Contractor shall pay its subcontractors for all work completed in a timely manner, but in any event, in accordance with the written terms of its agreements with such subcontractors. In the event that Contractor fails to pay any subcontractor and/or any other person or entity retained by Contractor, including but not limited to each Subcontractor, to provide material, labor or equipment, Developer shall have the option (but not the obligation), upon written notice to Contractor, to pay such party directly and deduct the sum so paid from the Contract Price without any liability to Contractor for such deduction. Each Subcontractor may only subcontract its portion of the Work upon written consent of Contractor.

7. Workmanship Warranty: Disclaimer. Contractor warrants that Work furnished under this Agreement shall be free of defects in design, materials, and workmanship until the tenth (10th) anniversary of the date of Final Completion. Contractor's obligation in this respect is limited to repairing defects that have been promptly reported by Developer after discovery of such. Unless otherwise specifically provided for herein, the foregoing is in lieu of all other warranties whether express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. This warranty can only be modified by Developer and Contractor in writing, signed by an officer of the companies. The roof penetrations warranty will be for five (5) years but limited to the warranty of the shingles or other roofing material. Contractor shall not be responsible for special, incidental, or consequential damages related to or arising under the Agreement, nor shall Contractor be responsible for damage caused by unrelated third parties.

8. Manufacturer's Warranty. Notwithstanding anything to the contrary in this Agreement, Contractor does not make any warranties with respect to the Equipment. In the event of any defects related to the Equipment, Developer shall have the sole responsibility for promptly reporting defects to the manufacturer and taking any and all steps necessary to demonstrate the defect and obtain a replacement part or repair service from the manufacturer. Contractor shall assist Developer in preparing and submitting claims to the manufacturer but the obligation to assert any such claims belongs solely to the Developer. To the extent a manufacturer provides a replacement part(s) pursuant to this Section 7, Developer shall notify Contractor and, if such manufacturer does not provide labor at no cost to Developer, shall engage Contractor to install such replacement parts at its normally applicable rates for labor and materials. Contractor, however, is not obligated to provide such service.

9. Production Warranty. In addition to any manufacturer's warranty, Contractor warrants that each System will generate at least 80% of the kilowatt-hours projected by the National Renewable Energy Laboratory PV-Watts modeling tool on an annual basis for the first year after Final Completion, based on the nameplate capacity stated on the Notice to Proceed Form for each installation. If such installation produces less than 80% after the first full year of installation, Contractor will reimburse Owner for the kilowatt hours of power up to 80% at the building owner or homeowner's current rate plan, provided no additional insolation obstructions result from new structures, new vegetation or new tree growth. Any tampering with the equipment or alteration by anyone other than Contractor's representatives shall void the production warranties under this section.

10. Changes in Project. In the event that there are any unforeseen circumstances which cause material changes in the Project and which materially impact Contractor's Scope of Work, the Project Cost and/or the Project Schedule, the party requesting the change shall provide notice to the other party of such in the form of a proposed change order outlining the change and any potential impact on the Scope of Work, Project Cost and/or Project Schedule. Upon review by Developer, any changes materially impacting the above shall be: (a) approved by mutual agreement of the parties, and (b) defined in a written change order signed by an authorized representative of Contractor and Developer, respectively ("Change Order"). Upon approval of the Change Order by Developer, Contractor shall issue to Developer an invoice for any costs associated with the Change Order, due and payable on terms agreed to in the Change Order and in accordance with the payment provisions of this Agreement.

11. Suspension of Order/Delay. Developer acknowledges that delay in the Project caused by Developer may result in adjustments to the Project Schedule. Any such delay shall entitle Contractor to reasonably adjust the Project Schedule to reflect Developer's delay. In the event that such delay results in any increased third-party related costs, as documented by Contractor and said third-party, Contractor shall be entitled to recover such cost/expense from Developer.

12. Default and Remedies. Failure of either party to perform its obligations under this Agreement, within thirty (30) days following receipt of written notice from the non-defaulting party demanding such cure, shall constitute a "Default", provided that such thirty (30) day cure period shall be extended, to the extent reasonably necessary, to cure the Default, if (i) the defaulting party initiates such cure within the thirty (30) day period and continues such cure to completion and (ii) there is no material adverse effect on the non-defaulting party resulting from the failure to cure the Default within the first thirty (30) days. Upon the occurrence and continuance of a Default, the non-defaulting party may pursue any remedy at law or in equity, including termination of this Agreement, an action for damages, or suspension of performance of its obligations under this Agreement.

13. Developer Termination for Convenience. Developer may, at any time, terminate this Agreement for the Developer's convenience and without cause, via written notice to Contractor. Upon receipt of such notice, Contractor shall cease all efforts under this Agreement as directed by Developer in the notice, and shall take such actions necessary, or as Developer directs, to preserve and protect the Project. Except for work directed prior to the effective date of the termination stated in the notice, Contractor shall promptly terminate all existing subcontracts and purchase orders and is barred from entering into any further subcontracts and purchase orders under this Agreement. Developer shall pay Contractor for the work properly executed, and for costs incurred by Developer termination, including costs attributable to termination of all subcontracts.

14. Force Majeure. Neither party shall be liable for any delay in performance or non-performance, nor for any loss or damage to the Equipment or System supplied under this Agreement, when occasioned directly or indirectly by any cause beyond the reasonable control of the party, its subcontractors or suppliers, including, but not limited to acts of God; acts of criminals or public enemy; war; terrorism; riots; national pandemic; official or unofficial acts, orders, regulations, or restrictions of any foreign or domestic government or agency thereof; judicial action; unavailability of or delays in transportation; or failure, shortage, or delay in the parties' usual sources of labor or material supply ("Force Majeure"). Within fifteen (15) days after becoming aware of an event of Force Majeure, the affected party shall give written notice to the other party stating the nature of the event, its anticipated duration, and effect upon the performance of such party's obligations. If an event of Force Majeure occurs that affects either party's performance, the Project Schedule affected by such delay shall be adjusted and extended by a period equal to the amount of time (including a period for mobilization and demobilization) necessary to make up for such delay.

15. Insurance. Starting with Effective Date, Contractor warrants that it shall maintain or cause to be maintained for the duration of the Project, insurance coverages of the types and in the amounts not less than the greater of: (a) the minimums specified in Exhibit H, attached and incorporated hereto; and (b) the insurance requirements of the local electric distribution utility to which each System will be interconnected. Any insurance required pursuant to this Section may be maintained by either use of the specified policy or an applicable umbrella policy.

15.1. Subcontractors' Insurance. The insurance requirements contained in this Section must cover all actions or activities of the Subcontractors and for any other subcontractor for any work or services performed by such Subcontractor, and each Subcontractor and any other subcontractor(s) must purchase insurance policies with coverages in the type and amounts not less than those listed in Exhibit H. Each Subcontractor shall provide evidence of such insurance policies upon execution of this Agreement, and Contractor shall ensure that each additional subcontractor shall provide evidence of such subcontractor insurance policies within five (5) days of the execution of any additional subcontractor agreement.

16. Title. Contractor covenants and guarantees that good, exclusive and marketable title to, and the ownership of, the Work (including, without limitation, all Equipment, all Equipment warranties, drawings and deliverables in connection with the construction, operation and maintenance of the Project) shall pass to Developer, free and clear of any and all liens, security interests, encumbrances or claims of third parties, for the Work that Contractor has completed to date for each payment milestone in this Agreement. Contractor agrees to defend and indemnify Developer against all claims adverse to such title and ownership. If there is a dispute pending under this Agreement at the time payment for Work is due, then title to such Work shall nonetheless transfer and Contractor shall make the warranty set forth above. Upon Substantial Completion, neither Contractor nor Subcontractors shall make a claim that Contractor or any Subcontractor has title for any purposes, including but not limited to, federal tax credits and state and federal depreciation expense deductions.

17. Risk of Loss. From the Effective Date until Substantial Completion, Contractor shall assume the risk of loss for the Project and the Work, including: any Equipment, whether on or off a Site; all other Work completed on or off a Site; and all Work in progress. All Equipment not yet incorporated into the System shall be stored in secured areas. Contractor shall bear the responsibility of preserving, safeguarding, and maintaining such Equipment and any other completed Work and Work in progress. If any loss, damage, theft, or destruction occurs to the System or the Work, on or off Site, Contractor shall, at Contractor's sole cost, promptly repair or replace the Work/Equipment so affected. Contractor shall, subject to the warranties and indemnification obligations contained herein, continue to be responsible after Final Completion for claims, physical loss or damage to the Project to the extent resulting from (a) the acts or omissions of Contractor or any affiliate thereof, any subcontractor or vendor, or anyone directly or indirectly employed by any of them, or anyone for whose acts such person may be liable and/or (b) any failure to comply with the requirements of this Agreement.

18. Authorized Representatives. Contractor, Developer, and each Subcontractor shall appoint authorized representatives to act on each party's behalf in all communications with respect to the Project.

19. Notice. All notices, consents and other communications required or permitted by this Agreement shall be emailed to the above authorized representative contact information.

20. Parties Bound; Assignment; Financing Consent. The covenants, terms, and conditions contained in this Agreement shall be binding upon and inure to the benefit of the heirs, devisees, administrators, executors, representatives, assigns, successors, and successors-in-interest of the respective parties hereto. Notwithstanding anything in this Agreement to the contrary, neither party shall have the

right to assign the whole or any part of this Agreement or the rights it conveys without the express written consent of the other party; provided, that, without the consent of Contractor, Developer may assign its rights and obligations under this agreement to the Lender or any other lender as collateral for its obligations to such lender for borrowed money, to any affiliate of the Developer, or to any party providing financing of any sort for the purpose of development, ownership and operation of the System at the Site. Contractor agrees to execute and deliver to any such lender, affiliate or financing party a written financing consent or estoppel agreement as may be reasonably requested by Developer.

20.1. Contractor Good Standing; Licensing. Contractor covenants that it is duly organized and is validly existing and in good standing in the state of Georgia and has all the requisite corporate power and authority to carry on its present business and as proposed under this Agreement. Contractor further covenants that it is duly licensed and qualified as required in the state of Georgia and in all local jurisdictions required by such authority having jurisdiction.

20.2. Subcontractor EXAMPLE Good Standing; Licensing. Subcontractor EXAMPLE Home Solutions LLC covenants that it is duly organized and is validly existing and in good standing in the state of Georgia and has all the requisite corporate power and authority to carry on its present business and as proposed under this Agreement. EXAMPLE Home Solutions LLC further covenants that it is duly licensed and qualified as required in the state of Georgia and in all local jurisdictions required by such authority having jurisdiction.

20.3. Subcontractor EXAMPLE Good Standing; Licensing. Subcontractor EXAMPLE Solar Operating, Inc. covenants that it is duly organized and is validly existing and in good standing in the state of Georgia and has all the requisite corporate power and authority to carry on its present business and as proposed under this Agreement. EXAMPLE Solar Operating, Inc. further covenants that it is duly licensed and qualified as required in the state of Georgia and in all local jurisdictions required by such authority having jurisdiction.

21. Amendment. No amendment, modification, rescission, discharge, abandonment, waiver, or novation to or of this Agreement shall be effective unless it is contained in a writing executed by all of the parties to this Agreement.

22. Entire Agreement. This written Agreement is fully integrated, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other prior and contemporaneous agreements, contracts, representations, promises, acknowledgments, warranties, and covenants, oral or written, by and between the parties with respect to such subject matter which are not expressly included herein.

23. Waiver. The failure by any party to object to a default or exercise any rights or remedies under this Agreement shall not constitute a waiver of the right to do so in the future, unless such failure is accompanied by an express written waiver by such party.

24. Severability. In the event that any term or condition of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, the remaining terms and conditions shall nevertheless be valid and enforceable; and such void or unenforceable term shall be modified to be valid and enforceable to the fullest extent permitted by applicable law and enforced as such.

25. Applicable Law. This Agreement and the respective rights and obligations of the parties hereunder shall be construed and interpreted as a contract under the laws of the State of Georgia, excluding conflict of laws principles.

26. Dispute Resolution. The parties shall attempt to resolve any dispute or claim in an amicable manner. In the event a party is in breach of any of the provisions of the Agreement, the nonbreaching party shall notify the breaching party in writing and the breaching party shall take reasonable measures to remedy such breach within 30 days after receipt of notice. Any dispute or claim not settled by mutual agreement shall be submitted to final binding arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the arbitral award may be entered in any court having jurisdiction. The request for arbitration shall be made within a reasonable time after the dispute or claim arises, and in no event after it would be barred by any applicable statute of limitations. Any arbitration hearing(s) shall be held in Atlanta, Georgia or in Providence, Rhode Island.

27. Relationship Between Parties. Contractor is an independent contractor, and not an employee or agent of Developer. Nothing in this Agreement shall be construed to create any relationship of partnership, joint venture, trust, association, employer/employee, or agency between the parties.

28. Indemnification.

28.1. Contractor Indemnification. Notwithstanding anything in this Agreement to the contrary, Contractor shall indemnify, defend and hold harmless Developer and its affiliates, and their respective agents, representatives, employees, shareholders, directors, and officers (collectively, the “Developer Indemnified Parties”), from and against any and all third-party claims, actions, liabilities, damages, losses, injuries (including death), penalties, and expenses, including reasonable attorney’s fees, (collectively a “Claim”) arising directly or indirectly from (i) Contractor’s failure to perform any of its obligations under this Agreement, (ii) Contractor’s breach of any warranties or representations contained herein, or (iii) Contractor’s negligence, omissions or willful misconduct. Contractor shall also indemnify, defend and hold harmless Developer Indemnified Parties from any Claim arising out of, or relating to, any liens filed against, or in connection with, the Project due to Contractor’s failure to pay or fulfill any obligations to any subcontractor, materialmen or laborer.

28.2. EXAMPLE Home Solutions Indemnification. Notwithstanding anything in this Agreement to the contrary, EXAMPLE Home Solutions LLC shall indemnify, defend and hold harmless the Developer Indemnified Parties from and against any Claim arising directly or indirectly from (i) EXAMPLE Home Solution LLC’s failure to perform any of its obligations under this Agreement, (ii) EXAMPLE Home Solution LLC’s breach of any warranties or representations contained herein, or (iii) Contractor’s negligence, omissions or willful misconduct. EXAMPLE Home Solutions LLC shall also indemnify, defend and hold harmless Developer Indemnified Parties from any Claim arising out of, or relating to, any liens filed against, or in connection with, the Project due to EXAMPLE Home Solution LLC’s failure to pay or fulfill any obligations to any materialmen or laborer.

28.3. EXAMPLE Solar Operating Indemnification. Notwithstanding anything in this Agreement to the contrary, EXAMPLE Solar Operating, Inc shall indemnify, defend and hold harmless the Developer Indemnified Parties from and against any Claim arising directly or indirectly from (i) EXAMPLE Solar Operating, Inc.’s failure to perform any of its obligations under this Agreement, (ii) EXAMPLE Solar Operating, Inc.’s breach of any warranties or representations contained herein, or (iii) Contractor’s negligence, omissions or willful misconduct. EXAMPLE Solar Operating, Inc. shall also indemnify, defend and hold harmless Developer Indemnified Parties from any Claim arising out of, or relating to, any liens filed against, or in connection with, the Project due to EXAMPLE Solar Operating Inc.’s failure to pay or fulfill any obligations to any materialmen or laborer.

28.4. Developer Indemnification. Developer shall indemnify, defend and hold harmless Contractor and each Subcontractor from and against any third-party Claim arising out of (i) Developer’s gross negligence or willful misconduct or (ii) the actual, threatened or alleged presence, release,

transportation, migration, storage, use or disposal of hazardous materials (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) at, on, or from the Site by any person or entity, except to the extent that the Claim is attributable to the actions of Contractor or a Subcontractor, in such a case Contractor and each and every Subcontractor shall then indemnify, defend and hold harmless Developer Indemnify Parties from and against such Claim.

29. Limitation of Liability. Unless specifically provided for herein, neither Party nor its employees, directors, officers or shareholders shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage arising out of their performance or non-performance hereunder even if advised of such.

30. Counterparts. This Agreement may be executed in counterparts, so long as each of the parties to this Agreement executes at least one counterpart, and all such executed counterparts shall collectively constitute one and the same original document.

[Remainder Of Page Intentionally Left Blank – Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have hereby executed, delivered, and formed this Solar Engineering, Procurement and Construction Services Agreement, effective as of the date first set forth above.

DEVELOPER:

GEORGIA BRIGHT SOLAR LLC

CONTRACTOR:

EXAMPLE CONSULTING LLC

By: America BRIGHT Solar LLC

Its Sole Member

By Capital Good Fund, Inc.

Its Sole Member

By: _____

Name:

Title:

By _____

Andy Posner

CEO, Capital Good Fund, Inc.

[Signature Page to Georgia BRIGHT - Contractor

Solar Engineering Procurement and Construction Services Agreement]

IN WITNESS WHEREOF, the Parties have hereby executed, delivered, and formed this Solar Engineering, Procurement and Construction Services Agreement, effective as of the date first set forth above.

SUBCONTRACTOR

EXAMPLE HOME SOLUTIONS LLC

SUBCONTRACTOR:

EXAMPLE SOLAR OPERATING, INC.

By: _____

Name: _____

Title:

By: _____

Name:

Title:

[Signature Page to Georgia BRIGHT - Contractor

Solar Engineering Procurement and Construction Services Agreement]

EXHIBIT A.1:
NOTICE TO PROCEED FORM
To be provided by Contractor to Developer for each Site

DATE:

SITE LOCATION:

SOLAR NAMEPLATE CAPACITY:

_____ kW

BATTERY NAMEPLATE CAPACITY:

_____ kW

TECHNICAL NOTES:

SITE NOTES:

**BUILDING OWNER/HOMEOWNER
NAME:**

PRIMARY: _____

ADD'L: _____

PHONE:

PRIMARY: _____

ADD'L: _____

EMAIL:

PRIMARY: _____

ADD'L: _____

TARGETED INSTALLATION DATE:

TARGETED COMPLETION DATE:

Pursuant to Section 2 of the EPC Agreement dated September 26, 2023, you are hereby notified to proceed with the Work at the Site above. Upon delivery of this Notice To Proceed, you are responsible for the Work at the Site under the terms and conditions of the Agreement and all Exhibits and related Schedules. Please work with the primary homeowner to establish a project schedule toward the targeted installation date above.

Georgia BRIGHT Solar LLC authorized representative

Date

Print Name: _____

EXHIBIT A.2:
NOTICE OF SUBSTANTIAL COMPLETION
To be provided by Contractor to Developer for each Site

DATE:

SITE LOCATION:

SOLAR NAMEPLATE CAPACITY:

_____ kW

BATTERY NAMEPLATE CAPACITY:

_____ kW

TECHNICAL NOTES:

SITE NOTES:

BUILDING OWNER/HOMEOWNER NAME:

PRIMARY: _____

ADD'L: _____

PHONE:

PRIMARY: _____

ADD'L: _____

EMAIL:

PRIMARY: _____

ADD'L: _____

TARGETED INSTALLATION DATE:

TARGETED COMPLETION DATE:

Pursuant to Section 4.4 of the EPC Agreement dated September 26, 2023, you are hereby notified all post-construction photos have been submitted and Systems' modules are installed on Homeowners' roofs, inverters are mounted, and all other System components are installed pursuant to the Design Documents and other specifications provided in the Scope of Work with respect to the completion of the System and that the System would produce power but for any remaining utility scope of work, utility energization, and in-service testing.

EXAMPLE CONSULTING authorized representative

Date

Print Name: _____

EXHIBIT B:

SERVICES

SCOPE OF WORK:

- Customer acquisition
 - Primary: Georgia Bright Coalition, EXAMPLE, EXAMPLE Home Solutions
 - Support: EXAMPLE
- Marketing
 - Primary: Georgia Bright Coalition, EXAMPLE, EXAMPLE Home Solutions;
 - Support: EXAMPLE.
 - We anticipated only in-kind marketing support in our bid response
- Proposal development
 - Primary: EXAMPLE and EXAMPLE Home Solutions
 - Support: EXAMPLE, EXAMPLE will also provide training
- Technical design / engineering
 - Primary: EXAMPLE and EXAMPLE Home Solutions
 - Support: EXAMPLE, EXAMPLE will also provide training
- Interconnection with utility and Permitting:
 - Primary: EXAMPLE Home Solutions and EXAMPLE Solar
 - Support: Training provided by EXAMPLE
- installation:
 - Primary: EXAMPLE Home Solutions and EXAMPLE Solar
 - Support: Training provided by EXAMPLE
- Quality check / Inspection support
 - Primary: EXAMPLE Home Solutions and EXAMPLE Solar
 - Support: EXAMPLE and Subcontractors (for inspections)
- System Commissioning and Warranty Issues
 - Primary: EXAMPLE Home Solutions and EXAMPLE Solar
 - Support: EXAMPLE

POST-CONSTRUCTION PHOTO REQUIREMENTS:

Contractor agrees to provide to Developer the following photographs of each installation at each Site:

Roof Top:

1. Roof before any work starts (show condition and/or existing damage)
2. Close up of 1-2 feet showing sealed penetrations (at least 1 flashing pic if applicable)
3. Rails showing layout and grounding (one picture if possible)
4. Junction box or Soladeck with detail shot showing grounding crimp
5. Rooftop Conduit (show stickers and supports)
6. Full Array showing all panels. Can be multiple pics, make notes if necessary

7. Pre and post panel wire management
8. Shade: picture(s) of things that will cause significant shade on panels

Outside Groundwork:

1. Combiner, Disconnects, meter and conduit with all stickers
2. If Line side tap, show the tap (i.e. inside meter or MSP depending on where tap is located)
3. Net Meter show model and serial number,
4. Inside the disconnect (breaker size needs to be visible)
5. Inside the combiner (breaker size needs to be visible)
6. House grounding terminal or electrodes
7. Conduit runs and supports and stickers

Inside:

1. Service panel with cover open and closed
2. Stickers labeling solar breaker in main panel (and sub panels where applicable)
3. The grounding crimped to the main ground or landing at the grounding bar
4. Connection to grounding system (cold-water ground where applicable)

Commissioning:

1. Screenshot of all microinverters producing
2. Screenshot of consumption/ production meters working correctly
3. Connected to cloud

**EXHIBIT C
SYSTEM SPECIFICATIONS**

	DESCRIPTION	UNITS	NOTES
Minimum System Size offered	4kW	W	
Maximum System Size offered	None	W	Subject to utility interconnection policy requirements.
STANDARD PV SYSTEM EQUIPMENT OFFERINGS			
Module Brand	QCell	n/a	
Module Wattage	405	W	
Module Dimensions (H x W x D)	74"x 41.1" x 1.26"	inches	
Module Efficiency	20.6	%	
Module Production Warranty	25	years	
Module Equipment Warranty	25	years	
Country of Origin (where was panel manufactured?)	USA	Country	
Mounting System Brand and Type	Pegasus, Rail		Ironridge or Everest for Ballast Mounted Systems
Inverter Brand	Enphase	n/a	IQ8+
Inverter Wattage	300	VA	300VA Peak, 290VA Continuous
Inverter Voltage	16-58	V	Operating voltage
Inverter Warranty	25	years	
Production Monitoring System	Enphase	n/a	Consumption Monitoring Included
ADDITIONAL STANDARD PV EQUIPMENT OFFERINGS			
Module Brand	Mission	a	Or equivalent module will be used as a "back-up" to the Q.PEAK DUO BLK ML-G10+
Module Wattage	395	W	
Module Dimensions (H x W x D)		inches	
Module Efficiency	19.7	%	
Module Production Warranty	25	years	
Module Equipment Warranty	25	years	
Country of Origin (where was panel manufactured?)	USA	Country	
Mounting System Brand and Type	Everest, Rail		
Inverter Brand	Enphase	n/a	
Inverter Wattage	300	VA	
Inverter Voltage	16-58	V	
Inverter Warranty	25	years	
Production Monitoring System	Enphase	n/a	
Battery Module	Enphase		
Skirting	Ironridge		All systems will include front "Skirt" to improve system aesthetics
Trenching for Polemounted or Ground Mounted Systems			Includes 200' of trenching on softscapes

EXHIBIT D

CONTRACT PRICE

RESIDENTIAL SOLAR PV	AGGREGATE kW	COST / WATT
Tier 1	0 – 1.8 MW	\$ 2.60

RESIDENTIAL BATTERY STORAGE	AGGREGATE kW	COST
Tier 1	0 – 500 kW	\$12,000 - \$15,000

Battery installations and required electrical upgrades will be determined by Contractor on a case-by-case basis.

RESIDENTIAL COST ADDERS	COST / WATT
Tilt Racking	\$ 0.10

Slate or Tile Roofs	\$ 0.15
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Up to \$0.15 / watt maximum, with costs assessed at each Site.

Roof Slope in Excess of 39 degrees or Roof Height greater than two stories
Contractor may charge Developer the cost of deploying a “lull,” “manlift” or “cherry picker” where Contractor assesses such equipment is necessary for the Work. Contractor may only charge Developer for the actual cost of the equipment rental.

Rafter Reinforcement
Determined by Contractor on a case-by-case basis.

Electrical Upgrades, including electrical panel upgrades, sub-panel installation, meter upgrades or changes not covered by the Utility, interior conduits and/or roofmounted DC disconnects
Determined by Contractor on a case-by-case basis.

Additional Cost per kW for Systems under 4 kW	\$ 0.15
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Pole- or Ground-Mounted System	\$ 0.65
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EXHIBIT E
PAYMENT REQUEST FORM

REQUEST FOR PAYMENT			
FOR: Georgia Bright Solar LLC	FROM: EXAMPLE Consulting LLC	PERIOD ENDING :	
		INVOICE DATE	

	FIRST PAYMENT	SECOND PAYMENT	FINAL PAYMENT	TOTAL AMOUNT DUE	REMAINING DUE
Site Number:					
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL DUE :	-	-	-	\$0.00	\$0.00

The work performed under this Agreement has been inspected by authorized representatives of EXAMPLE Consulting LCC (“EXAMPLE”) related to the applicable Payment period for each Site. EXAMPLE certifies: 1) For First Payment requests, that each Site has (a) secured the required electrical and building permits; and (b) delivered a purchase order to Developer for all racking equipment, PV modules, battery equipment (if applicable), and inverters ; 2) For Second Payment Requests, that each Site has reached Substantial Completion and 3) for Final Payment requests, that each Site has met the requirements of Final Completion.

EXAMPLE CONSULTING

GEORGIA BRIGHT SOLAR LLC

AUTHORIZED REPRESENTATIVE
ACCEPTANCE DATE

ACCEPTANCE

EXHIBIT F

FORM OF LIEN WAIVER

9.

FINAL RELEASE OF LIENS AND CLAIMS

Work Performed: Photovoltaic Solar Installation

Project Address: _____

Contract Date: _____ Contract Amount: \$ _____

Date of Release: _____

The undersigned Contractor / Subcontractor, _____ ("Contractor"), in consideration of payments received and upon receipt of the amount of a final payment of \$ _____ hereby indemnifies, waives, releases, and holds Georgia BRIGHT Solar LLC harmless for the above referenced project, including all claims, right to liens, terminations, and stop notices upon said premises or the improvements thereon under the statutes of the jurisdiction in which the project is located.

The undersigned further represents and warrants, as of this date, that he/she is duly authorized to sign and execute this Release of Final Liens and Claims on behalf of Contractor, that Contractor has properly performed all work and furnished all materials of the specified quality in accordance with all contract documents in an acceptable workmanlike manner to Georgia BRIGHT LLC and that Contractor has paid for all labor, including fringe benefits and workers compensation, all materials, equipment, services, taxes, insurance premiums, and bonds (if required) and that any materials supplied to or incorporated in this project have been paid.

Contractor is executing this Final Release of Liens and Claims for the express purpose of inducing Georgia BRIGHT Solar LLC to make final disbursement and payment Contractor of \$ _____.

This release of liens and claims must be signed and notarized below by authorized individuals.

Contractor Name: _____

By: _____

Print Name: _____

Title: _____ Date: _____

I, a Notary Public in and for the State of Georgia, hereby certify that, on this ____ day of _____, 20__, personally appeared before me _____, known to me (or satisfactorily proven) to be the person who executed the foregoing Final Release of Liens and Claims, as of _____ who acknowledged having done so for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

[NOTARIAL SEAL]

Notary Public, Georgia

My commission expires: _____

EXHIBIT G

STANDARD PROJECT SCHEDULE

	Maximum Days After Notice to Proceed
Building Permit Application Submitted	14 days
Building Permits Awarded:	28 days
Major Equipment Delivered to Site / Construction start	40 days
Substantial Completion:	50 days
Final Completion:	90 days

Upon request by Contractor and with the consent of Developer, which consent shall not be unreasonably withheld, the schedule dates and milestones in this Exhibit are subject to change in the event of unforeseen circumstances, which shall include utility and local inspector delays, Force Majeure (as defined herein), or extreme weather events.

EXHIBIT H

INSURANCE REQUIREMENTS

1. General.

- (a) Contractor shall procure at its own expense and maintain in full force and effect as required under and for the term of this Agreement and any warranty period, with responsible insurance companies authorized to do business in the State of Georgia, United States, the types and limits of insurance as set forth in this agreement
- (b) Such insurance companies shall have an A.M. Best Insurance financial strength rating of A VIII or better or shall be of recognized responsibility satisfactory to the Parties.

2. Policy Endorsements. All policies of liability insurance to be maintained by Contractor shall be written or endorsed to include the following:

- (a) that the insurance shall be primary and not excess to or contributing with any insurance or any additional insured party;
- (b) to identify Georgia BRIGHT Solar LLC and others as required along with their respective Affiliates, directors, officers, members, managers, assigns, as well as the employees and/or of each, and Lenders, as additional insureds (and this additional insured status shall apply regardless of the enforceability of the indemnity provisions in this Agreement) including ongoing and completed operations; and
- (c) provide a waiver of subrogation in favor of Georgia BRIGHT Solar LLC; and
- (d) with respect to coverage for completed operations under the general liability insurance, to be in place throughout the performance of the Work and for three (3) years after Final Completion under the Agreement.

3. Insurance Policies Do Not Limit Contractor's Liability. The insurance coverages required of Contractor set forth in this agreement shall in no way affect, nor are they intended as a limitation of, Contractor's liability with respect to its performance of the Work.

4. Contractor Required Insurance

- a) **Workers' Compensation and Employer's Liability Insurance.** Contractor shall maintain workers' compensation insurance and such other forms of insurance which Contractor is required to maintain in order to comply with statutory limits under workers' compensation laws of the state of Virginia (and any other location in which the Work is to be performed) including USL&H coverage (if any exposure exists), where applicable, and employer's liability (including occupational disease) coverage with limits of one million dollars (\$1,000,000) per accident, one million dollars (\$1,000,000) for disease, and one million dollars (\$1,000,000) for each employee, which shall cover all of Contractor's employees, whether full-time, leased, temporary or casual, who are engaged in the Work.
- b) **Commercial General Liability Insurance.** Contractor shall maintain commercial general liability insurance written on an occurrence basis and with a combined single limit of one

million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Such insurance shall include coverage for products/completed operations, broad form/blanket contractual liability for written contracts, including Contractor's indemnification obligations under the Agreement, broad form property damage and personal injury liability, independent contractor liability, collapse and underground hazards coverage and hostile fire liability.

- c) Automobile Liability Insurance. Contractor shall maintain automobile liability insurance (including coverage for owned, non-owned, rented, leased and hired automobiles) covering vehicles used by Contractor in connection with the Work in an amount of one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage. Contractor's automobile liability insurance coverage shall contain appropriate no-fault insurance provisions or other endorsements in accordance with Applicable Legal Requirements.
- d) Umbrella or Excess Liability Insurance. Contractor shall maintain umbrella/excess insurance on an occurrence basis covering claims in excess of the underlying General Liability, Employers Liability and automobile Liability insurance described in A, B and C above, in the amount of five million dollars (\$5,000,000) per occurrence, and on a following-form basis.
- e) Professional Liability Insurance. If the Work includes engineering, architectural, design or other professional services, Contractor shall secure and maintain, professional liability insurance (errors and omissions) with a minimum single limit of three million dollars (\$3,000,000). Such coverage shall be in place throughout the performance of the Work and for three (3) years after Final Acceptance. Such coverage shall not exclude bodily injury or property damage from professional errors or omissions.
- f) Contractor's Pollution Liability. Contractor's Pollution Liability coverage shall provide coverage for pollution claims arising out of Contractor's operations, with limits of Two Million Dollars (\$2,000,000) per claim and a Two Million Dollar (\$2,000,000) annual aggregate.

EXHIBIT J:

FINAL COMPLETION REQUIREMENTS

Final Completion shall mean that the installation of the System at the Site has been completed and interconnected in accordance with utility interconnection standards, and Contractor has delivered all proof of completion as required by the Developer. The following is a list items required as proof of project completion:

1. Signed Solar Lease document.
2. Full design set with a) structural permit, b) solar permit, and c) electrical permit that meets agreed upon materials requirements as outlined in the System Specifications and the Notice To Proceed Form for each Site.
3. Utility Authorization to Install.
4. Post-construction pictures from required picture list.
5. Inspection Record documenting approved installation.
6. Utility Authorization to Operate.
7. Manufacturer's warranty.

8. Completion of Form of Lien Waiver

Contractor will use commercially reasonable efforts to obtain from all equipment vendors, warranties and guarantees with respect to such Equipment, which shall be made available to Developer to the full extent of the terms thereof. Contractor will at all times perform its construction and installation activities in a manner consistent with all such warranties and will not perform any actions that may violate those warranties.