

Final Development Plan - Construction and Operation Bond Compliance Narrative

Final Development Plan Requirement (F).

Solar Ordinance – Final Development Plan Excerpt:

F. CONSTRUCTION AND OPERATION BOND. A Construction and Operation Bond that runs from the date of commencement of construction through the tenth (10th) year of operation of the project. The Applicant shall demonstrate that it has the financial resources to construct and operate the project by providing evidence of: (1) adequate funding of one hundred percent (100%) of the estimated cost of construction of the project; (2) performance and payment bonds or other sureties from the Applicant and/or major equipment suppliers and contractors; (3) the existence of written warranties from contractors and/or manufacturers which have demonstrated financial ability to repair and/or replace defective work, materials, and equipment; and (4) adequate casualty, builders risk, business interruption, and liability insurance for the replacement of the project facilities and the individual components thereof. The Applicant may provide such cost estimates, bids, contracts, warranties, feasibility studies, engineering studies and reports, insurance certificates, loan and other financing commitments to provide the requested information.

Compliance Summary:

A Construction and Operation Bond that runs from the date of commencement of construction through the tenth (10th) year of operation of the project.

- a. Article 6 of the Build Transfer Agreement (the “BTA Agreement”) entered between Posey Solar CEI, LLC and Southern Indiana Gas and Electric Company Inc, Inc requires that Construction and Operation bonds be put in place through the 6th anniversary of Final Completion. Final Completion is expected in Q4 of 2023. Article 6 of the BTA Agreement is attached as Exhibit 1 for reference, and the security required is summarized below. The form of bond is attached as Exhibit 9.
 - i. In February 2020, the developer posted a \$15,000,000 bond as “Initial Credit Support”, which was increased to \$35,000,000 upon receipt of IURC Approval by CenterPoint. The \$35,000,000 is the “Construction Period Credit Support” which will stay in place until the 2nd anniversary of Final Completion of the project. Upon the 2nd anniversary of Final Completion, the project will then replace the “Construction Period Credit Support” with “Operating Period Credit Support” of \$10,000,000, which will stay in place until the 6th anniversary of Final Completion. This Initial, Construction, and Operational Period Credit support will be maintained by the Developer even after the Solar Project has been sold to CenterPoint and they have taken over operations.
 - b. When the Operation Period Credit is withdrawn at the 6th anniversary of Final Completion, CenterPoint will issue a new performance Security bond. The issuance of the new performance security is described in the Decommissioning Plan Agreement, with the form of bond attached to that agreement as Exhibit C-3. This bond will be in place through the tenth (10th) year of operation of the project.
1. *Adequate funding of one hundred percent (100%) of the estimated cost of construction of the project*
 - a. Attached as Exhibit 2 to this document is a letter provided by Canadian Imperial Bank of Commerce, a potential financier for the project. Based on their review of the project and

previous experience working with the Arevon team, they have identified the Posey Solar Project as a straightforward and financeable project pending final due diligence and finalization of terms.

- b. Arevon is a leading renewable energy company that provides commercial, financial, performance asset management, and construction services. Members of the Arevon team have previously raised over USD 3B of debt financing for energy infrastructure globally and will support the Project by raising construction financing in 1H 2022. The construction debt facility will be secured by the Project assets and Build Transfer Agreement signed with Southern Indiana Gas and Electric Company, Inc.
2. Performance and payment bonds or other sureties from the Applicant and/or major equipment suppliers and contractors
- a. In Appendix N, under (N-1, N. Payment and Payment Bond), attached as Exhibit 3, the BTA agreement requires that the selected Contractor carry a Payment and Performance Bond in the amount of 100% of the value of the total Engineering Procurement and Construction (EPC) Contract value. This must be maintained through the life of the EPC Contract and until all Subcontractors, vendors, or suppliers have released Project Company from all obligations.
 - b. Major Equipment that won't be purchased by the EPC includes PV Modules from Jinko and Inverters from Sungrow.
 - i. Sungrow inverters were purchased by PLP Acquisition Company, LLC, which is under the CEI VII fund and is an affiliate of Arevon. The inverters were purchased through a Master Manufacturing and Equipment Supply Agreement in September 2020, in order to provide inverters for a number of CEI VII projects, which include Posey Solar. Below is an excerpt from that contract which references the requirement for Sungrow to provide a Parent Guaranty.

2.4 Seller Credit Support. Seller shall, at Buyer's request, cause a guaranty, in an amount equal to the applicable Total PO Price and in a form substantially the same as that set forth in Exhibit K, from an indirect or direct parent of Seller, to be delivered to Buyer within ten (10) Business Days of the applicable PO Effective Date.

Attached as Exhibit 4, is the form of Parent Guarantee which Sungrow will be providing as part of this agreement.

- ii. Posey Solar, LLC has entered into a Project Module Supply Agreement with Jinko Solar (U.S.) Industries Inc. which has the below requirement for a Parent Guaranty.

(b) **Seller Parent Guaranty.** In order to secure Seller's obligations under this Agreement, Seller shall deliver to Buyer a parent guaranty from Jinko Solar Co., Ltd., a Chinese limited company ("**Seller Parent**") in substantially the form set forth at Exhibit X-10 (Form of Seller Parent Guaranty) hereto (the "**Seller Parent Guaranty**"), which Seller Parent Guaranty shall be delivered to Buyer no later than five (5) Business Days following receipt by Seller of the Deposit. Seller shall ensure the Seller Parent Guaranty remains in full force for the period required by its terms (the "**Seller Security Period**"). In the event the Seller Parent Guaranty becomes partially or totally invalid or ineffective during the Seller Security Period, then Seller shall within fifteen (15) Business Days following knowledge of such occurrence, whether actual or constructive, deliver to Buyer a replacement security in the form of a bond or letter of credit in form and issued by a bank or surety reasonably acceptable to Buyer (a "**Seller Replacement Security**").

Attached as Exhibit 5 is the form of Seller Parent Guaranty, which Jinko will be providing for the project.

3. The existence of written warranties from contractors and/or manufacturers which have demonstrated financial ability to repair and/or replace defective work, materials, and equipment; and
 - a. Appendix E of the BTA includes the warranties for all major equipment providers, Jinko Solar (U.S) Industries Inc., Sungrow, and Nextracker. Appendix E has been attached as Exhibit 6 to this document.
4. Adequate casualty, builders risk, business interruption, and liability insurance for the replacement of the project facilities and the individual components thereof.
 - a. Attached As Exhibit 7 is a summary of the Property & Casualty insurance coverage for the project which explains what the minimum coverage will be once construction starts. The COI attached as Exhibit 8 reflects the coverage that is currently in place during the development stage.

Exhibit 1 - BTA Article 6 - Credit Support

Developer without the intervention of any Person on behalf of Buyer in such manner as to give rise to any valid Claim by any Person against Developer or any of its Affiliates for a finder's fee, brokerage commission or similar payment.

Section 5.8 Solvency.

No petition or notice has been presented, no order has been made and no resolution has been passed for the bankruptcy, liquidation, winding-up or dissolution of Buyer. No receiver, trustee, custodian or similar fiduciary has been appointed over the whole or any part of Buyer's assets or the income of Buyer. Buyer does not have any plan or intention of, or has received any notice that any other Person has any plan or intention of, filing, making or obtaining any such petition, notice, order or resolution or of seeking the appointment of a receiver, trustee, custodian or similar fiduciary.

Section 5.9 Sufficiency of Funds.

Upon satisfaction of the conditions precedent set forth in Section 2.8, Buyer will have sufficient cash on hand or other sources of, or access to, immediately available funds to enable it to pay the Purchase Price in accordance with Section 2.5 and Section 2.6(b).

Section 5.10 Acquisition Intent.

Buyer is acquiring the Membership Interests for its or its Affiliate's own account as an investment without the present intent to sell, transfer or otherwise distribute the same to any other Person other than as contemplated in the transactions under this Agreement. Buyer acknowledges that the Membership Interests are not registered pursuant to the 1933 Act and that none of the Membership Interests may be transferred, except pursuant to an effective registration statement under, or an applicable exception from registration under, the 1933 Act. Buyer is an "accredited investor" as defined under Rule 501 promulgated under the 1933 Act.

ARTICLE 6 CREDIT SUPPORT

Section 6.1 Credit Support.

(a) Within five (5) Business Days of Buyer's submission of the executed Agreement to the IURC in accordance with Section 2.1 and thereafter until the receipt of the IURC Approval, Developer shall be obligated to furnish a Payment and Performance Bond in the form of Exhibit H in the aggregate amount of Fifteen Million Dollars (\$15,000,000) (the "Initial Credit Support").

(b) Within five (5) Business Days of the receipt of the IURC Approval, Developer shall be obligated to furnish Credit Support in the aggregate amount of Thirty-Five Million Dollars (\$35,000,000) (the "Construction Period Credit Support").

(c) Beginning on the second (2nd) anniversary of Final Completion, Developer shall be obligated to furnish Credit Support in the aggregate amount of Ten Million Dollars (\$10,000,000) (the "Operating Period Credit Support").

Section 6.2 Utilization of Credit Support.

Buyer shall be entitled to draw upon and/or be paid from any Credit Support provided by the Developer for any obligation of Developer arising under this Agreement and the Transaction Documents that is not paid when due (subject to any applicable cure periods).

Section 6.3 Release of Credit Support.

The Initial Credit Support shall be returned to Developer within fifteen (15) Business Days after Developer furnishes the Construction Period Credit Support in accordance with Section 6.1(b). The Construction Period Credit Support shall be returned (if such Credit Support is in the form of a letter of credit, Payment and Performance Bond, or Cash Escrow) or released (if such Credit Support is in the form of a guaranty) to Developer within fifteen (15) Business Days after the earlier to occur of (a) Developer furnishing the Operating Period Credit Support in accordance with Section 6.1(c) and (b) the expiration or earlier termination of this Agreement; provided, however, that in the case of the preceding clause (b), the Credit Support required under Section 6.1 shall remain in place in an amount equal to the aggregate value of the claims by Buyer under this Agreement made in good faith and then pending, if any, but no more than the aggregate amount required under Section 6.1, which Credit Support provided under Section 6.1 shall be released once such pending claims are resolved and any monies due in connection therewith have been paid to Buyer. The Operating Period Credit Support shall be returned (if such Credit Support is in the form of a letter of credit, Payment and Performance Bond, or Cash Escrow) or released (if such Credit Support is in the form of a guaranty) to Developer within fifteen (15) Business Days after the earlier to occur of (i) the sixth (6th) anniversary of Final Completion and (ii) the expiration or earlier termination of this Agreement; provided, however, that in either case of the preceding clause (i) or clause (ii), the Credit Support required under Section 6.1 shall remain in place in an amount equal to the aggregate value of the claims by Buyer under this Agreement made in good faith and then pending, if any, but no more than the aggregate amount required under Section 6.1, which Credit Support provided under Section 6.1 shall be released once such pending claims are resolved and any monies due in connection therewith have been paid to Buyer.

Section 6.4 Reporting Requirements.

If requested by Buyer, Developer shall Make Available to Buyer within thirty (30) days copies of its and, to the extent applicable, Developer Guarantor's, most recent annual and quarterly financial statements prepared in accordance with GAAP.

Section 6.5 Contractor Credit Support.

Developer shall cause the EPC Contract to require the Contractor to post Credit Support in the aggregate amount of the EPC Contract Price. The amount of any such Credit Support may be reduced dollar-for-dollar with any EPC Contract Price sums paid to Contractor.



Josh Dale
CIBC Capital Markets
300 Madison Avenue, 5th Floor
New York, NY, 10017

June 6, 2022

Posey County, Indiana
Mindy Bourne
Executive Director
Posey County Area Plan Commission

To Mindy Bourne,

Canadian Imperial Bank of Commerce ("CIBC") is pleased to provide this letter in support of Arevon Energy, Inc. ("Arevon" or the "Developer") in its application for a county permit from your administration in order to allow it to design, build, finance, and commercialize an approximately 191 MWac solar farm (the "Project") in Posey County, Indiana, which it will sell to CenterPoint Energy upon completion.

CIBC is a bank incorporated in Ontario, Canada with headquarters in Toronto, and with offices in major money-centers around the world including New York and London. CIBC is one of the world's strongest banks as is demonstrated by its long-term unsecured debt being highly rated by all the major credit rating agencies (A+ S&P / AA Fitch / Aa2 Moody's / AA DBRS).

CIBC has made an institutional and global commitment to power and infrastructure, and is an experienced advisor, bank lender, bond underwriter and private placement arranger to sponsors globally. Given our familiarity with Arevon, we are confident that the Developer has the ability to design, build, finance, and commercialize this solar facility to the highest quality.

Our organization possesses the experience and expertise required to carry out the financial, legal and technical due diligence that will be necessary to provide committed financing to the Developer prior to the start of construction. CIBC has worked on numerous transactions as a Bank Lender, Bond Underwriter, or Financial Advisor. CIBC currently has commitments of over US\$6.1 billion in the US for non-recourse financings for power and infrastructure assets. CIBC maintains a strong banking relationship with the Developer and further note that executives of CIBC have worked with members of Arevon's management team for many years previous to the relationship between our firms.

We are pleased to be identified to the Posey County administration as a potential financier for the Project. CIBC would be glad to participate in the due diligence for the Developer with the goal of achieving credit committee approval to finance the construction of the Project. We have reviewed the high-level details of the Project and its contractual arrangements and we deem this, based on our prior experience, to be a straightforward and financeable project. For avoidance of doubt, this letter is for informational purposes only and is not intended to create a binding commitment and is not an offer for financing of the Project. In addition, any commitment that CIBC would make to provide financing with respect to the Project would be subject to CIBC's satisfaction with the financing terms and structure which have not yet been received, completion of all financial, technical, environmental, legal and other due diligence, obtaining credit committee approvals and execution of definitive documents satisfactory to CIBC in form and substance, market conditions at financial close and the absence of any adverse material change.

We note that this letter of support is not, and does not represent or constitute, any commitment by CIBC or any of its affiliates to underwrite, arrange, place or provide financing to, or on behalf of the Project, the Developer or any other person, nor should the letter be constructed or relied upon as such. Further, this letter should not be construed as a commitment with respect to any transaction, including the Project, and we express no view as to our willingness to underwrite, arrange, place or provide financing for any portion of the Project. As is normal for this type of transaction, support of the Developer and the commitment of funding will be dependent on all necessary due diligence to evaluate the transaction and CIBC shall have sole discretion as to whether or not it will support the Developer in connection with the Project.

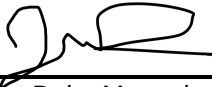
For clarity, nothing in this letter should be considered to constitute, or be construed as, an offer or proposal by, or obligation of, CIBC or any of its affiliates to proceed with any transaction, including the Project. Nothing herein is intended to create a binding obligation upon CIBC or its affiliates, and no past or future action, course of conduct

or failure to act relating to the Project or relating to the negotiation of terms of any possible definitive agreements shall give rise to any obligation or other liability on the part of CIBC or its affiliates.

This letter and the terms and conditions hereof are confidential. This letter is being delivered solely for use by you and based on the understanding that no disclosure of, or reference to, this letter shall be made to any person or entity other than the Developer, and their respective directors and senior officers who (i) are directly involved in the transaction, (ii) require such disclosure in connection with such involvement and (iii) who agree to be bound by this confidentiality provision (each a "Recipient"). In the event that any Recipient is required by law or regulation to disclose this letter or any term or condition hereof, such Recipient shall promptly provide us with notice prior to such disclosure.

Should you require further information regarding CIBC's support or above referenced projects do not hesitate to contact the undersigned.

Regards,

A handwritten signature in black ink, appearing to read 'JD', is positioned above a horizontal line.

Joshua Dale, Managing Director
Canadian Imperial Bank of Commerce, New York Branch
917.620.6361 | josh.dale@cibc.com

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Appendix N-1

DEVELOPER INSURANCE

Developer shall obtain or cause Project Company or Contractor to obtain all insurance policies as set forth in Section (C) below. For purposes of this Appendix N-1: Developer Insurance, insurance requirements shall be met by either Developer, Project Company or its Contractor, as set forth in Section (C) below. Each such policy shall be set forth in Schedule 4.20.

A. Insurance and Indemnification

Prior to the Effective Date, and as may be required pursuant to any Permit or Developer Regulatory Approval, Developer (or Project Company) will obtain, maintain, and pay for such insurance as may be required by the Agreement and to effect the provisions of the indemnification sections herein. The coverage of such policies is set forth below.

B. Insurance Certificates

Upon request by Buyer, Developer shall (or shall cause the Contractor or the Project Company to) furnish certificates of insurance to Buyer evidencing that the insurance required below is in force and effect, whether such policy is that of Developer, Project Company, or Contractor. Upon request by Buyer, Developer shall (or shall cause the Contractor or the Project Company to) provide new, replacement certificates, evidencing the procurement of successor policies to the expiration of each required policy for so long as this Agreement is in effect.

C. Required Insurance and Limits of Liability

Prior to the Effective Date, and as may be required pursuant to any Permit or Developer Regulatory Approval, and until Final Completion, Developer, Project Company or Contractor, as the case may be, shall obtain and maintain in force and effect, at Developer's sole expense, insurance of the following types and amounts from insurance companies authorized to engage in the business of insurance in the state(s) in which Work will be performed, and rated by AM Best's A – VII (or equivalent rating from such other nationally recognized insurer rating firm such as S&P, Fitch, or Moody's) or better:

(i) WORKERS' COMPENSATION INSURANCE

- (A)** Developer (to the extent Developer employs any Person) and Contractor shall carry Worker's Compensation Insurance affording statutory benefits in accordance with all requirements of the applicable worker's compensation laws in the state(s) in which the Work will be performed and covering Developer's and Contractor's employees.
- (B)** If the exposure exists and Developer's and/or Contractor's performance of the Work involves work on navigable waters, Developer shall also obtain and maintain in force insurance complying with the U.S. Longshoreman's and Harbor Worker's

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Act, the Outer Continental Shelf Act, and covering Jones Act liability.

(ii) EMPLOYER'S LIABILITY INSURANCE

- (A) Developer and Contractor shall carry Employer's Liability Insurance with limits of not less than \$1,000,000 per accident or disease; \$1,000,000 disease-each employee; \$1,000,000 disease-policy limit.

(iii) FEDERAL EMPLOYERS LIABILITY ACT (FELA) INSURANCE

- (A) If a railroad exposure exists, any railroad employee contracted by Developer and/or Contractor to engage in the construction or work on railroads shall be covered under the Federal Employers Liability Act of 1908 for injuries.

(iv) COMMERCIAL GENERAL LIABILITY INSURANCE

- (A) Developer and Contractor shall carry Commercial General Liability Insurance, including coverage for bodily injury and property damage, personal and advertising injury, the products-completed operations hazard, insured contracts, and, if applicable, contractual liability-railroads (CG 24 17) or equivalent, applicable in all states in which the Work is to be performed, on a form no less broad than that promulgated by the Insurance Services Office dated 2004 or thereafter, and with limits of not less than:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000

(v) BUSINESS AUTOMOBILE LIABILITY INSURANCE

- (A) Contractor shall carry Business Automobile Liability Insurance on a form no less broad than that promulgated by the Insurance Services Office dated 1985 or thereafter, with limits of not less than \$1,000,000 combined single limit for each accident and covering owned (if any), hired or leased, and non-owned autos.

(vi) EXCESS OR UMBRELLA LIABILITY INSURANCE

- (A) Developer and Contractor shall carry Excess or Umbrella Liability Insurance applying excess of Employer's Liability Insurance,

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Commercial General Liability Insurance, and Business Automobile Liability Insurance with limits of not less than \$20,000,000 per occurrence and in the aggregate.

(vii) MARINE LIABILITY INSURANCE

- (A) If a marine liability exposure exists, Developer and/or Contractor shall carry Marine Liability Insurance, including Hull and Machinery Insurance, to include collision liability coverage with sistership clause un-amended (assuming collision coverage is not provided by P&I insurance), with limits of liability not less than the full value of all vessels used in performing the Work, and without navigational limitations impeding performance of the Work. If vessels will engage in towing operations, such insurance shall include full towers' liability with sistership clause un-amended.
- (B) If a marine liability exposure exists, Developer and/or Contractor shall carry Marine Liability Insurance, including Protection and Indemnity (P&I) Insurance evidenced through an entry with an international P&I Club or, alternatively, coverage under form SP-23, such coverage to include, in either case, liability coverage for collision, towing, seepage, pollution, contamination and cleanup, and to include coverage extensions for marine contractual liability, removal of wreck and debris, with a limit of liability of not less than \$10,000,000 any one accident or occurrence and in the aggregate.

If P&I coverage is not provided by a P&I Club, Developer and/or Contractor shall also carry vessel pollution insurance with the Water Quality Insurance Syndicate (WQIS), or its equivalent, to include coverages for liability under those U.S. statutes applicable to pollution from operations in the U.S. waters, including the Gulf of Mexico, with a limit of liability of not less than \$5,000,000 any one accident or occurrence and in the aggregate.

- (C) If Developer, Project Company and/or Contractor will use non-owned watercraft under a time charter agreement for the Work, then Developer and/or Contractor, as applicable, shall also carry Charterer's Legal Liability Insurance or Comprehensive General Liability Insurance with non-owned watercraft exclusions deleted, with a limit of liability of not less than \$5,000,000 any one accident or occurrence and in the aggregate.

(VIII) POLLUTION LIABILITY INSURANCE

- (A) Contractor shall carry Pollution Liability Insurance in the form of Contractor's Pollution Liability (CPL) Insurance for sudden and accidental, and gradual, pollution conditions, arising directly or

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indirectly from the Work or from Contractor's operations with limits of not less than \$5,000,000 per pollution event or claim and in the aggregate. Contractor's CPL Insurance shall provide Developer and Buyer with additional insured status, a waiver of, and notice of cancellation with thirty (30) days' written notice (except ten (10) days for non-payment of premium).

- (B) Contractor's CPL insurance shall remain in full force for not less than two (2) years after completion of the Work, shall not exclude damage to Buyer's property, shall not exclude liability assumed or indemnified for under this Agreement, and shall include coverage for each of the following:

Completed Operations;

All premises where the Work will be performed, extending to pollution emanating from the premises to adjacent or other property or waterways;

Bodily Injury (including death), Property Damage and Environmental Cleanup Costs, including for mold, fungi, legionella, and silt and sedimentation. The coverage must apply to all premises and extend to pollution emanating from premises;

Natural Resources Damages;

Fines and Penalties to the extent insurable under governing Law;

Transportation (by owned or non-owned vehicles) of any waste, including loading or unloading, from jobsites to the final disposal location, as well as to any temporary storage location or transshipment or transfer sites; and

Disposal locations, whether final or temporary, covered as non-owned disposal sites.

(ix) PROFESSIONAL LIABILITY INSURANCE

- (A) Developer or Contractor shall carry Professional Liability Insurance covering tortious errors and omissions in the performance of the Work, and not excluding damage to Buyer, with limits of not less than \$1,000,000 per claim and in the aggregate.

(x) RAILROAD PROTECTIVE LIABILITY INSURANCE

- (A) If a railroad exposure exists, Developer and/or Contractor shall carry Railroad Protective Liability Insurance with limits of liability of not

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less than \$2,000,000 per claim and \$6,000,000 in the aggregate or limits as specified by the railroad.

(xi) PROPERTY AND BUILDER'S RISK INSURANCE

- (A) Developer shall obtain and maintain in force property insurance covering the entire Work prior to commencing the Work and until Mechanical Completion. Such insurance shall be written in the amount at least equal to the initial contract sum as well as subsequent modifications of that sum (subject to usual and customary policy sublimits for certain perils / coverages). The insurance shall apply on a replacement cost basis or completed value form (including foundations and other property below the surface of the ground).
- (B) Such insurance shall provide coverage to the same extent generally available on commercially reasonable terms for similar work, and shall include coverage for loss during the ordinary course of transit and/or during offsite storage. Buyer, Developer, Contractor and Subcontractors shall be included as insureds. Any insured loss shall be payable to Buyer and Developer as their interests may appear.
- (C) Such property insurance shall have the following minimum requirements and other customary coverage in amounts and on terms and conditions as described below:

Coverage shall be afforded from the point of groundbreaking for the Facility and through the Mechanical Completion Date;

The insurance shall be written to cover all risks of physical loss except those specifically excluded in the policy and shall insure at a minimum the perils of fire, lightning, flood, earth movement, windstorm, hurricane, hail, explosion, machinery breakdown, marine cargo (to the extent exposure exists) inland transit;

Coverage shall be provided for the cost of removing debris including demolition as may be made legally by the operation of law, ordinance or regulation in an amount that is reasonable and customary for projects of the type of the Facility;

Policy shall include as insured property scaffolding, false work and temporary buildings located at the site, as applicable;

Off-site storage coverage with a per occurrence limit sufficient to cover off-site storage of equipment and materials but in an amount not less than \$100,000;

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Transit coverage with a per occurrence limit of the full insurable value of any single shipment;

Coverage for operational testing and startup in an amount not less than full replacement value of the Facility for all assets related to the Facility with cover running continuously for machinery breakdown from the beginning of testing until Mechanical Completion; and

Any and all deductibles or self-insured retentions of all insurance policies required hereunder shall be assumed by, for the account of and at the Developer's or Contractor's, as the case may be, sole risk and expense and shall not be billed to or payable by Buyer or its direct and indirect subsidiaries and affiliates, including limited liability companies. All such policies may have deductibles of not greater than \$250,000 per loss except as respects natural catastrophe perils.

- (D) Developer or Contractor shall provide property insurance on an 'all risk' form covering all property, tools, equipment and machinery used by Developer or Contractor in the performance of the Work (whether owned, leased, rented or borrowed) at full replacement cost value and containing a waiver of subrogation in favor of Buyer; provided, that Contractor may self-insure with respect to the above requirement regarding tools and equipment. In either case, insurance or self-insurance, neither Developer nor Contractor may seek recovery from Buyer for damaged or lost property, tools, equipment or machinery used by Developer or Contractor in the performance of the Work.

The forgoing required insurance is the minimum insurance required by this Agreement. Developer may, in its sole discretion, procure additional insurance or higher limits of liability at Developer's sole expense.

D. Buyer To Be Named An Additional Insured

To the extent allowed by law, the Commercial General Liability Insurance, Business Automobile Liability Insurance, and Excess or Umbrella Insurance, as required above, shall be endorsed to provide that Buyer, together with its owned or controlled subsidiaries and affiliates, and their respective directors, officers and employees (collectively, the "Additional Insureds"), are granted status as additional insureds for liability arising out of the Work, with coverage not limited to liability caused by Developer or Developer's fault, and providing coverage for the Additional Insureds' fault or vicarious liability no less broad than one or the other of the following alternatives: (1) the coverage afforded to the named insured under the policy for liability arising out of the Work; or (2) the coverage afforded by the inclusion of both Insurance Services Office Additional Insured Endorsements CG 20 33 07 04 and CG 20 37 07 04, or equivalents.

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The insurance policies required by Commercial General Liability Insurance and Business Automobile Liability Insurance, above, shall provide that the Additional Insureds are covered on a primary basis. Also, the insurance policies required by Commercial General Liability Insurance, Business Automobile Liability Insurance, and Excess or Umbrella Liability Insurance, above, shall also be endorsed to provide that coverage for the Additional Insureds does not apply excess of other insurance coverage available to the Additional Insureds, and that Developer's insurers will not seek contribution or recovery from such other insurance as may be available to the Additional Insureds.

E. Insurance Required of Subcontractors

Developer shall require Contractor and all Subcontractors who will perform any of the Work to obtain the same insurance and limits of liability as required by Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance above. Developer shall require Contractor and all Major Subcontractors who will perform any of the Work to obtain the same insurance and limits of liability as required by Excess or Umbrella Liability Insurance above and all other Subcontractors who will perform any of the Work to obtain Excess or Umbrella Liability Insurance with limits of not less than \$5,000,000 per occurrence and in the aggregate; provided, that if any such Subcontractor does not carry Excess or Umbrella Liability Insurance meeting such requirements but does carry Excess or Umbrella Liability Insurance meeting generally accepted industry standards for the scope of work to be performed by such Subcontractor, such Subcontractor's coverage shall be deemed acceptable. Developer or Contractor shall also require all such Subcontractors to cause their insurers to waive subrogation to the same extent as required of Buyer's insurers by the following provision, Waiver of Subrogation in Favor of Buyer.

F. Waiver of Subrogation in Favor of Buyer.

The Parties intend that none of Developer's insurers shall subrogate against Buyer, or any of its owned or controlled subsidiaries or affiliates, or their respective directors, officers or employees. Accordingly, Developer agrees to cause its insurers to waive subrogation against Buyer and all such subsidiary or affiliated entities and persons. The foregoing release is effective even if Developer fails to obtain the required insurance.

G. Notice of Cancellation.

Notice of cancellation shall be provided with thirty (30) days' written notice except ten (10) days for non-payment of premium.

H. Notice of Impairment of Limits

Developer shall give written notice to Buyer no later than seven (7) days after the date on which an impairment of an aggregate limit, due to the payment of a claim or defense expense, reduces the available aggregate limit to an amount 50% or less than the aggregate limit required above. If Developer's excess insurance will not drop down and comply with the insurance requirements, Buyer may require reinstatement of an impaired aggregate limit up to the amount required.

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I. Information Concerning Buyer's Insurance Program

If Buyer has questions concerning Developer's casualty insurance program, Developer agrees to promptly answer them. Complete, true and correct copies of each policy required above shall be furnished to Buyer promptly upon Buyer's request, but Developer may redact payroll, premium, and other confidential information not related to the Facility. Developer agrees to cooperate with Buyer, and with Buyer's insurance broker, in the event Buyer elects to seek or obtain additional insurance benefiting Buyer.

J. Developer's Compliance with Policy Conditions

Developer shall comply with and not violate or knowingly permit to be violated any condition of the insurance policies required above. Developer agrees to give its insurers timely written notice of all occurrences, accidents or claims arising out of the Work, with copy to Buyer.

K. Developer's Payment of Premiums, Deductibles and SIRs

Developer, not Buyer, shall be responsible for any and all policy premiums, deductibles, or self-insured retentions payable in connection with Developer's insurance, including the insurance required above.

L. Non-Waiver – No Limitation of Buyer's Rights

Developer unilaterally agrees to comply with the provisions of this Appendix N-1. Accordingly, Buyer's knowledge concerning deficiencies in Developer's insurance, including non-compliance with this Appendix shown by any insurance certificate or other information furnished to Buyer, shall not affect Buyer's rights and shall not result in a waiver or otherwise limit or impair Buyer's remedies for Developer's failure to comply with the requirements of this Appendix.

Nothing contained in this Appendix shall restrict, limit, impair or waive Buyer's rights or Developer's duties under the other terms of this Agreement or under applicable Law. The cancellation, expiration, or exhaustion of any of the insurance required shall not preclude Buyer from recovery against Developer for any liability arising under this Agreement or Law.

M. Term of Insurance Requirement

All of the foregoing insurance requirements shall survive the termination of this Agreement. All required insurance shall continue for at least thirty (30) days after final completion of the Work, to include the performance of all warranty work.

In addition, Developer shall maintain in force and effect any required claims-made coverage for a minimum of two (2) years after final completion of the Work and shall purchase an extended reporting period, or "tail coverage", if necessary to comply with this requirement.

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N. Performance and Payment Bond

Contractor shall carry a Payment and Performance Bond in the amount of one hundred percent (100%) of the value of the total EPC Contract. Such bond(s) shall be specifically approved by Buyer and maintained through the life of the EPC Contract and until all Subcontractors, vendors, or suppliers have released Project Company from all obligations.

APPENDIX N

Appendix N-2

BUYER INSURANCE

A. Insurance and Indemnification

After Closing, Buyer will or will cause the Project Company to obtain, maintain, and pay for such insurance as may be required by the Agreement and to effect the provisions of the Indemnification section herein. The coverage of such policies is set forth below.

B. Insurance Certificates

Upon request by Developer, Buyer shall furnish certificates of insurance to Developer evidencing that the insurance required below is in force and effect. Upon request by Developer, Buyer shall provide new, replacement certificates, evidencing the procurement of successor policies to the expiration of each required policy for so long as this Agreement is in effect.

Buyer warrants the accuracy of all information shown on each certificate furnished to Developer by Buyer or on Buyer's behalf by Buyer's broker or other representative.

C. Required Insurance and Limits of Liability

After Closing, Buyer shall or shall cause Project Company to obtain and maintain in force and effect, at Buyer's sole expense, insurance of the following types and amounts from insurance companies authorized to engage in the business of insurance in the state(s) in which Work will be performed, and rated by a Best's A – VII or better:

(i) COMMERCIAL GENERAL LIABILITY INSURANCE

- (A) Buyer shall carry Commercial General Liability Insurance, including coverage for bodily injury and property damage, personal and advertising injury, the products-completed operations hazard, insured contracts, and contractual liability-railroads (CG 24 17), applicable in all states in which the Work is to be performed, on a form no less broad than that promulgated by the Insurance Services Office dated 2004 or thereafter, and with limits of not less than:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000

(ii) BUSINESS AUTOMOBILE LIABILITY INSURANCE

- (A) Buyer shall carry Business Automobile Liability Insurance on a form no less broad than that promulgated by the Insurance Services

APPENDIX N

Office dated 1985 or thereafter, will limits of not less than \$1,000,000 combined single limit for each accident and covering owned, hired or leased, and non-owned autos.

(iii) EXCESS OR UMBRELLA LIABILITY INSURANCE

- (A) Buyer shall carry Excess or Umbrella Liability Insurance applying excess of Employer's Liability Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance with limits of not less than \$10,000,000 per occurrence and in the aggregate.

(IV) PROPERTY INSURANCE

- (A) Buyer shall obtain and maintain in force all-risk property insurance applying on a full replacement cost basis or completed value form (including foundations and other property below the surface of the ground). Such insurance policy shall become effective as of Mechanical Completion.
- (B) Such property insurance shall have the following minimum requirements and other customary coverage in amounts and on terms and conditions as described below:

The insurance shall be written to cover all risks of physical loss except those specifically excluded in the policy and shall insure at a minimum the perils of fire, lightning, flood, earth movement, windstorm, hurricane, hail, explosion, machinery breakdown, marine cargo, inland transit, and

Coverage shall be provided for the cost of removing debris including demolition as may be made legally by the operation of law, ordinance or regulation in an amount not less than full replacement value of the Facility.

The forgoing required insurance is the minimum insurance required by this Agreement. Buyer may, in its sole discretion, procure additional insurance or higher limits of liability at Buyer's sole expense.

Exhibit 4 - Sungrow - Form of Parent Guaranty

EXHIBIT K **FORM OF PARENT GUARANTY**

THIS PARENT GUARANTY (the “Guaranty”) is made as of the [____] day of [____], 2020 (the “Effective Date”) by Sungrow Power Supply Co., Ltd. (the “Guarantor”) to and in favor of [____] (the “Beneficiary”). Guarantor and Beneficiary are each referred to herein as a “Party” and collectively, the “Parties.”

RECITALS:

- A. As of the Effective Date, Sungrow USA Corporation (“Supplier”) is a subsidiary of Guarantor;
- B. Beneficiary and Supplier have entered into that certain [purchase and sale agreement] dated effective as of the [____] day of [____], 2020, pursuant to which Supplier has agreed to sell to Beneficiary, and Beneficiary has agreed to buy from Supplier, certain photovoltaic inverters and peripheral devices (as such agreement may be amended, amended and restated or otherwise modified from time to time, the “Agreement”);
- C. Section [____] of the Agreement requires that this Guaranty be executed and delivered by Guarantor;
- D. As an inducement for Beneficiary to enter into the Agreement, Guarantor has agreed to deliver this Guaranty to Beneficiary; and
- E. Guarantor will directly or indirectly benefit from the transactions contemplated by the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Guarantor, and intending to be legally bound hereby, Guarantor covenants to, and agrees with, the Beneficiary as follows:

1. *Guaranty.* Subject to and in accordance with the provisions hereof, Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the Beneficiary and its successors and permitted assigns the full and timely fulfillment when due of all obligations owed by Supplier to Beneficiary under the Agreement to the extent such obligations are not otherwise fulfilled by Supplier (such obligations of Supplier, collectively the “Obligations”).

2. *Demand.* If any Obligations are due and owing and have not otherwise been fulfilled by Supplier, Beneficiary may make a demand upon Guarantor (hereinafter referred to as a “Demand”). A Demand shall be in writing (signed by the Beneficiary) and shall specify the particular Obligation that is due and owing. A Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must discharge such Obligation, and Guarantor shall thereafter discharge such Obligation in accordance with the deadlines set forth in the Agreement, or if there is no such deadline or if the deadline for performance has already passed, then as promptly as possible.

3. *Reservation.* Notwithstanding anything to the contrary in this Guaranty, Guarantor expressly reserves unto itself, and shall be entitled to assert, all rights, limitations of liability, exclusions, setoffs, counterclaims and other defenses which the Supplier is or may be entitled to under the Agreement or at law or in equity, other than (i) defenses arising from any bankruptcy, insolvency, reorganization, winding-up or adjustment of debts, or appointment of any custodian or liquidator of the Supplier, (ii) defenses based on the lack of power or authority of the Supplier to execute, deliver or perform its

obligations under the Agreement, or (iii) defenses based on (A) the invalidity, (B) the unenforceability or (C) illegality, in whole or in part, of the Obligations or the Agreement, in each case of (A) through (C) except to the extent caused by any breach by Beneficiary of any of its obligations or representations under the Agreement.

4. Continuing Guaranty. Subject to the provisions hereof, this Guaranty is a continuing guarantee commencing on the Effective Date, and shall apply to all Obligations arising during the Guaranty Term (as defined below). Each and every default or failure by the Supplier in performing any of the Obligations shall give rise to a separate liability of the Supplier to Beneficiary and a separate cause of action hereunder and a separate Demand may be brought hereunder as each liability or cause of action arises.

5. Limitations on Liability. Notwithstanding any other provisions of this Guaranty to the contrary, (i) this Guaranty shall not modify the Obligations under the Agreement or require Guarantor, when performing Obligations on Supplier's behalf, to expand the obligations of Supplier under the Agreement; (ii) in no event shall Guarantor be liable to Beneficiary for any loss, damage or other liability asserted by Beneficiary excluded under Section [] of the Agreement; and (iii) Guarantor's aggregate liability under this Guaranty shall not exceed Supplier's liability under the Agreement, as set forth in Section [] of the Agreement.

6. Entire Guaranty and No Representations. This Guaranty constitutes the entire agreement between the Beneficiary and Guarantor with respect to the guarantee by Guarantor of the Obligations herein provided for and cancels and supersedes any prior understandings and agreements with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, regarding the guarantee by Guarantor of the Obligations herein provided for other than as expressly stated and set forth in this Guaranty.

7. Assignment. This Guaranty inures to the benefit of, and is binding upon, Guarantor and the Beneficiary and their respective successors and permitted assigns; provided, however, that no Party shall assign any of its rights or obligations under this Guaranty, in whole or part, except in accordance with the Agreement or otherwise with the prior written consent of the other Party.

8. Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of Delaware. Venue for any action filed to enforce this Guaranty shall be in the State of Delaware; provided, however, that a final judgment in any such action may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by applicable law. Each Party irrevocably waives the defense of an inconvenient forum to the maintenance of any such action in any such court. Each Party irrevocably consents to service of process by registered mail, return receipt requested, at its address as set forth below. Nothing in this Guaranty will affect the right of any Party to serve process in any other manner permitted by applicable law. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS GUARANTY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH OF GUARANTOR AND THE BENEFICIARY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED BY THIS GUARANTY.

9. Notices. All notices sought or required to be given hereunder shall be in writing and shall be effectively given or made if delivered personally, sent by prepaid courier service, sent by registered/certified mail (postage fully prepaid) or sent by electronic transmission (with receipt confirmed by reply electronic mail), in each case to the applicable address and/or email address set out below:

If to Beneficiary:

[Address]

[Address]

Email: [_____]

If to Guarantor:

[Address]

[Address]

Email: [_____]

or at such other address and/or email address as may be given by Guarantor or the Beneficiary to the other by notice in writing from time to time. Such notices shall be deemed to have been received: if delivered personally or by prepaid courier service, upon delivery; if transmitted by electronic transmission on or prior to 5:00 p.m. (New York, New York local time) on a business day, upon the completion of its transmission (and if not transmitted on a business day or transmitted after 5:00 p.m. (New York, New York local time) on a business day, then on the first business day following the completion of the transmission) or; if sent by registered/certified mail, four (4) business days following the day of the mailing thereof.

10. Severability. If any provision of this Guaranty is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will apply only to that provision and all other provisions of this Guaranty shall continue in full force.

11. No Waiver, Remedies. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Guaranty shall operate as a waiver of it, nor does any single or partial exercise of any right under this Guaranty preclude the other or future exercise of it or any other right.

12. Termination. This Guaranty shall commence on the Effective Date and terminate upon the earliest to occur of: (i) the date on which the Guarantor no longer has any direct or indirect ownership interest in Supplier; (ii) the date that all of Supplier's Obligations under the Agreement have been fulfilled; and (iii) the date on which the Agreement is terminated pursuant to Section [] of the Agreement (collectively, the "Guaranty Term"); provided, that, in each case, Guarantor's liability hereunder shall survive any such termination solely with respect to any Obligations of Beneficiary that arose prior to such termination and which, under the terms of the Agreement, are intended to survive such termination.

13. Counterparts. This Guaranty may be executed and delivered in counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. This Guaranty may be duly delivered by transmission by electronic mail of a portable document format (.pdf) of the signature page of a counterpart to the other Party and shall be binding and enforceable whether or not an original counterpart is delivered.

14. Authority of Guarantor. As of the Effective Date, Guarantor represents and warrants to Beneficiary that (a) it is a legal entity duly formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation; (b) it has the corporate power and authority to execute, deliver and carry out the terms and provisions of this Guaranty; (c) the execution, delivery and performance of this Guaranty by Guarantor have been duly authorized by all necessary corporate action, and no other proceedings on the part of Guarantor are necessary to authorize this Guaranty or to consummate the transactions contemplated hereby and this Guaranty has been duly executed and delivered by the Guarantor; and (d) this Guaranty constitutes a valid and legally binding agreement of Guarantor enforceable against Guarantor in accordance with its terms, except as the enforceability of this Guaranty may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

15. *Amendment.* No term or provision of this Guaranty shall be amended, modified, altered, waived or supplemented except in writing signed by the parties hereto.

AND THIS GUARANTY is hereby executed and delivered to be effective as of the Effective Date.

SUNGROW POWER SUPPLY CO., LTD.

By:_____

Name:

Title:

Accepted and agreed as of the Effective Date:

[BENEFICIARY'S NAME]

By:_____

Name:

Title:

By:_____

Name:

Title:

Exhibit 5 - Jinko Parent Guaranty

EXHIBIT X-10 FORM OF SELLER PARENT GUARANTY

THIS PARENT GUARANTY ("**Guaranty**"), dated as of [INSERT], is issued by Jinko Solar Co., Ltd., a limited company of the People's Republic of China ("**Guarantor**"), in favor of Posey Solar, LLC, a Delaware limited liability company ("**Guaranteed Party**").

RECITALS

WHEREAS, Jinko Solar (U.S.) Industries Inc., a Delaware corporation (together with its assigns and successors, "**Obligor**") and Guaranteed Party have entered into a PROJECT MODULE SUPPLY AGREEMENT dated as of December 18, 2020, (as may be amended, amended and restated, modified or supplemented from time to time, the "**Agreement**"). Initially capitalized terms used in this Guaranty without definition shall have the meanings set forth in the Agreement.

WHEREAS, in order to induce Guaranteed Party to enter into the Agreement, Guaranteed Party required Guarantor to execute and deliver this Guaranty.

WHEREAS, Guarantor is an affiliate of Obligor, and acknowledges that financial and direct benefits will accrue to the Guarantor by virtue of Obligor entering into the Agreement and that such benefits constitute adequate considerations herefor.

AGREEMENT

Article 1. Guaranty.

- (a) Guaranty of Obligations Under the Agreement. For value received, Guarantor hereby absolutely, unconditionally and irrevocably, subject to the express terms hereof, guarantees to the Guaranteed Party the full and timely payment and performance when due of all of the obligations of the Obligor payable to Guaranteed Party now or hereinafter arising under the Agreement (the "**Obligations**"). This Guaranty is one of payment and not of collection and is a continuing guaranty of payment and performance of the Obligations. Notwithstanding any other provisions of this Guaranty to the contrary, this Guaranty shall not modify the Obligations under the Agreement or require Guarantor, when paying Obligations on Obligor's behalf, to expand the obligations of Obligor under the Agreement.
- (b) Limitation on Guaranty. IN NO EVENT SHALL GUARANTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, EQUITABLE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, USE OR REVENUE, COST OF CAPITAL, WHETHER LIABILITY MAY ARISE IN CONNECTION WITH THIS GUARANTY REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED OR REMEDIES ARE SOUGHT IN CONTRACT OR TORT; PROVIDED, THAT DAMAGES ARISING FROM GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT SHALL NOT BE CONSIDERED SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, EQUITABLE OR CONSEQUENTIAL DAMAGES. GUARANTOR'S LIABILITY UNDER THIS GUARANTY SHALL BE LIMITED TO THE SAME EXTENT AS OBLIGOR'S OBLIGATIONS UNDER THE AGREEMENT ARE LIMITED PURSUANT TO SECTIONS 8.1 AND 8.2 OF THE AGREEMENT (OTHER THAN WITH RESPECT TO GUARANTOR'S OBLIGATIONS TO

REIMBURSE GUARANTEED PARTY FOR ITS REASONABLE COSTS AND EXPENSES OF ENFORCING THIS GUARANTY, IF ANY).

Article 2. Payment; Currency. All sums payable by Guarantor hereunder shall be made in freely transferable and immediately available funds and shall be made in the currency in which the Obligations were due. If Obligor fails to pay any Obligation when due, Guarantor will pay that Obligation directly to Guaranteed Party not later than fifteen (15) days following Guarantor's receipt of written notice of such failure to Guarantor by Guaranteed Party. The written notice shall provide a reasonable description of the amount of the Obligation and explanation of why such amount is due.

Article 3. Waiver of Defenses. Guarantor hereby unconditionally waives (i) promptness, diligence, presentment, demand of payment, protest, order and, except as set forth in Section 2 (to the extent required thereunder), notice of any kind in connection with the Agreement, this Guaranty or otherwise; (ii) any requirement that Guaranteed Party exhaust any right to take any action against Obligor or any other person prior to or contemporaneously with proceeding to exercise any right against Guarantor under this Guaranty; (iii) any right to require Guaranteed Party to (A) proceed against or exhaust any insurance or security held from Obligor or any other party, or (B) pursue any other remedy available to Guaranteed Party; and (iv) all other defenses of a surety or guarantor (excluding the defense of actual payment or performance); provided, however, that Guarantor may, as a defense to the performance of the Obligations, assert any defense available to Obligor under the Agreement that would excuse Obligor from performing the obligation in respect of which a claim is made under this Guaranty, other than those based on any of the items set forth in Section 4 and those other defenses waived in this Guaranty. Without limitation, Guaranteed Party may at any time and from time to time without notice to or consent of Guarantor and without impairing or releasing the obligations of Guarantor hereunder: (a) take or fail to take any action of any kind in respect of any security for the Obligations; (b) exercise or refrain from exercising any rights against Obligor or others in respect of the Obligations; or (c) compromise or subordinate the Obligations, including any security therefor.

Article 4. No Exoneration. The obligations of the Guarantor hereunder shall not be released, discharged, exonerated or impaired in any way by reason of, and this Guaranty shall be effective and binding on Guarantor as stated herein notwithstanding, (i) any bankruptcy of Obligor; (ii) rejection of the Agreement in bankruptcy; (iii) insolvency or other legal disability (whether voluntary or involuntary) of Obligor or any of its successors or assigns; (iv) any limitation or modification of Obligor's liability pursuant to the operation of any present or future federal or state statute or rule with respect to bankruptcy, insolvency or similar statutes; (v) the dissolution of Obligor; (vi) any modification, amendment, alteration, acceleration, extension, waiver, retirement, suspension, surrender, compromise, settlement, release, revocation or termination of, or failure to assert, any portion of the Obligations, the Agreement, any rights or remedies of Guaranteed Party (including rights of offset) against Obligor (provided that Guarantor shall have available to it any defenses relating to the Obligations that may be available to Obligor based on any such amendment, alteration, acceleration, extension, waiver, retirement, suspension, surrender, compromise, settlement, release, revocation or termination or failure to assert voluntarily made by Guaranteed Party, except defenses available to Obligor under any federal or state law respecting bankruptcy, arrangement, reorganization or similar relief of debtors and those expressly waived under this Guaranty); (vii) any lack of authority of Obligor to enter into and/or perform its obligations under the Agreement or defect in execution thereof by Obligor; (viii) Guarantor's failure to remain an affiliate of Obligor;

(ix) the acceptance, release, exchange or subordination of additional or substituted security for all or any portion of the Obligations; or (x) the taking of any action or the failure to take any action simply because it would constitute a legal or equitable defense, release or discharge of a surety.

Article 5. Term. The obligations of Guarantor are absolute and unconditional and independent of the Obligations and shall continue in full force and effect until, subject to the last sentence of this Section 5, Obligor's completion of initial delivery of all Modules to the Site which are subsequently accepted by Guaranteed Party pursuant to Section 3.5 of the Agreement, irrespective of any assignment, amendment or modification of the Agreement; provided, however, if the Agreement is terminated pursuant to Article 11 of the Agreement, then this Guaranty shall terminate upon Obligor's delivery of all payments to Guaranteed Party required by Article 11 of the Agreement. Notwithstanding anything to the contrary herein, Guarantor agrees that this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time, payment, or any part thereof, of any Obligation or interest thereon is rescinded or must otherwise be restored or returned for any reason whatsoever (including upon bankruptcy, reorganization or similar proceeding for relief of debtors under federal or state law), and Guarantor shall remain liable hereunder in respect of such payments or obligations or interest thereon as if such payment had not been made.

Article 6. Subrogation. Until all Obligations are paid or performed in full (even though such amounts may in total exceed Guarantor's liability hereunder), Guarantor hereby waives (i) all rights of subrogation, reimbursement, contribution and indemnity from Obligor with respect to this Guaranty and any collateral held therefor and (ii) any benefit of and any right to participation in any security from Obligor now or later held by Guarantor (subject to the rights afforded to Obligor under the Agreement), and Guarantor hereby subordinates all rights under any debts owing from Obligor to Guarantor, whether now existing or hereafter arising, to the prior payment of the Obligations. If any amount shall be paid to Guarantor on account of such subrogation rights at any time when all of the Obligations shall not have been paid in full, such amount shall be paid to Guaranteed Party to be credited and applied to such Obligations in accordance with the terms of the Agreement. Guarantor assumes all responsibility for keeping itself informed of Obligor's financial condition and all other factors affecting the risks and liability assumed by Guarantor hereunder, and Guaranteed Party shall have no duty to advise Guarantor of information known to it regarding such risks.

Article 7. Assignment. Neither party may assign its rights or delegate its obligations under this Guaranty in whole or part without the written consent of the other party; provided, however, that (i) Guarantor may assign its rights and delegate its obligations under this Guaranty without the consent of Guaranteed Party if such assignment and delegation is pursuant to the assignment and delegation of all of Guarantor's rights and obligations hereunder, in whatever form Guarantor determines may be appropriate, to a partnership, limited liability company, corporation, trust or other organization in whatever form that succeeds to all or substantially all of Guarantor's assets and business and that assumes such obligations by contract, operation of law or otherwise, provided, such entity has an Investment Grade Rating (as defined below) by either Moody's Investors Service, Inc. ("Moody's") or Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc. ("S&P") and, provided further, that Guarantor provides prior written notice to Guaranteed Party of such assignment; and (ii) Guaranteed Party may assign this Guaranty together with an assignment of the Agreement (including to its lenders as collateral security for its indebtedness), provided that Guaranteed Party provides prior written notice to Guarantor of such assignment. For purposes of this Section 7, "**Investment Grade Rating**" means a minimum credit rating for senior unsecured debt

or corporate credit rating of BBB- by S&P or Baa3 by Moody's. This Guaranty shall be binding upon Guarantor and inure to the benefit of Guaranteed Party and its successors and assigns permitted hereunder.

Article 8. Guarantor's Representations and Warranties. Guarantor represents and warrants to Guaranteed Party that (i) Obligor is an affiliate of Guarantor, (ii) Guarantor is a duly organized and validly existing corporation or other legal entity in good standing under the laws of the jurisdiction of its incorporation or formation, (iii) Guarantor has the power and legal authority to execute, deliver and perform the terms and provisions of this Guaranty and has taken all necessary corporate and other action to authorize the execution, delivery and performance by it of this Guaranty, (iv) Guarantor has duly executed and delivered this Guaranty, and (v) this Guaranty constitutes the legal, valid and binding obligation of Guarantor enforceable in accordance with its terms.

Article 9. Entire Agreement. This Guaranty and the Agreement are the entire and only agreements between Guarantor and Guaranteed Party with respect to the Guaranty of the Obligations of Obligor by Guarantor. All agreements or undertakings heretofore or contemporaneously made, which are not set forth herein, are superseded hereby.

Article 10. Notice. Any demand for payment, notice, request, instruction, correspondence or other document to be given hereunder by Guarantor or by Guaranteed Party shall be in writing and shall be deemed received (a) if given personally, when received, (b) if given by facsimile, when transmitted with confirmed transmission (such confirmation to be provided by the transmitting party), or (c) if given via overnight express courier service, when received or personally delivered, in each case with charges prepaid and addressed as follows (or such other address as either Guarantor or Guaranteed Party shall specify in a notice delivered to the other in accordance with this Section):

If to Guarantor:

Jinko Building,
Lane 99, Shouyang Road,
Shanghai, China, 200072
Attn: Legal Department

If to Guaranteed Party:

Posey Solar, LLC
c/o Capital Dynamics, Inc.
452 Fifth Avenue, 29th Floor
New York, New York 10018
Attention: Benoit Allehaut
Telephone: 212-798-3422
Email: BAllehaut@capdyn.com

with a copy to (which does not constitute notice):

Amis, Patel & Brewer, LLP
1399 New York Avenue NW, Suite 701
Washington, D.C. 20005

Attention: Nik Patel
Telephone: 202-601-8503
Email: nikpatel@apbllp.com

Article 11. Counterparts. This Guaranty may be executed in counterparts (including counterparts delivered via facsimile or other electronic transmission), each of which when executed and delivered shall constitute one and the same instrument.

Article 12. Severability. The invalidity or unenforceability of any one or more provisions of this Guaranty will not affect the validity or enforceability of any other provision.

Article 13. Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of law provisions thereof.

Article 14. Arbitration.

(a) The parties hereto irrevocably agree that any dispute arising out of or concerning this Guaranty (a "**Dispute**") will be finally resolved pursuant to the arbitration rules and at the location set forth in Section 14.3(b) of the Agreement, which is incorporated herein by reference, *mutatis mutandis*.

(b) The Guarantor acknowledges and agrees that any dispute resolution process (and the parties to it) under the Agreement may, at the sole discretion of the Guaranteed Party, be joined and consolidated with the Dispute (as defined in the Agreement) where:

- (i) Some common questions of law or fact arises; or
- (ii) The rights to relief claimed in the other dispute are in respect of or arise out of the implementation of the Agreement.

(c) Each party hereto agrees that, in respect of a Dispute to which paragraph (b) applies, it will be bound by any determination made under this Article 14 that affects that party's rights and obligations under the Agreement.

Article 15. Separate Actions. Guaranteed Party may bring and prosecute a separate action or actions against Guarantor to enforce its liabilities hereunder, regardless of whether any action is brought against Obligor and regardless of whether any other person is joined in any such action or actions.

Article 16. Amendments. This Guaranty shall not be amended without the prior written consent of either party hereto. Any amendment to this Guaranty made in violation of this provision shall be null and void. No right, power, remedy or privilege of either party under this Guaranty shall be deemed to have been waived by any act or conduct, or by any neglect to exercise any right, power, remedy or privilege, or by any delay in doing so; and every right, power, remedy or privilege hereunder shall continue in full force and effect until specifically waived or released in a written document executed by the waiving party. Any such written waiver or release of a right, power, remedy or privilege on any one occasion shall not be construed as a bar to any right, power, remedy or privilege on any future occasion. No single or partial exercise of any right, power, remedy or privilege by each party hereto shall preclude any other or further exercise by such party of any other right, power, remedy

or privilege. The rights and remedies provided in this Guaranty are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by law.

[Signature Page Follows]

IN WITNESS WHEREOF, Guarantor has executed and delivered this Guaranty as of the date first set forth above.

Jinko Solar Co., Ltd.,
a limited company of the
People's Republic of China

By:
Name:
Title:

Acknowledged and agreed:

Posey Solar, LLC,
a Delaware limited liability company

By:
Name:
Title:

[END OF EXHIBIT X-10]

**APPENDIX E
MAJOR EQUIPMENT WARRANTIES**

SELLER'S LIMITED MODULE WARRANTY

Seller provides the Warranties set forth herein to Buyer and its permitted successors and assigns with respect to the Modules, subject to the terms and conditions herein ("**Limited Warranty**"). Section references set forth herein refer to this Exhibit X-7 (Seller's Limited Module Warranty) unless otherwise specified. The terms of this Limited Warranty are conditioned upon and subject to all terms of that certain Project Module Supply Agreement No. MCUSGT20Q313 dated December 18, 2020, by and between Jinko Solar (U.S.) Industries Inc. ("**Seller**") and Posey Solar, LLC ("**Buyer**"), as amended from time to time.

1. **WARRANTY START DATE.** Seller provides the Warranties set forth herein commencing upon that date which is sixty (60) days following delivery of each Module to the Site ("**Warranty Start Date**").
2. **LIMITED PRODUCT WARRANTY.** Beginning on the Warranty Start Date and terminating on that date which is one hundred and forty-four (144) months thereafter, Seller warrants that the Modules and their respective DC connectors and cables, if any, shall be free from defects in design, materials and workmanship that affect the performance of the Module ("**Limited Product Warranty**"). Material defects shall not include normal wear and tear.
3. **LIMITED POWER WARRANTY.** Seller warrants that the Degradation Rate shall not exceed the following for the periods identified following the Warranty Start Date: (a) 2.0% in the first year; and (b) 0.45% each year thereafter until that date which is thirty (30) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 84.95% of the Nominal Power Output ("**Limited Power Warranty**"). Notwithstanding anything to the contrary herein, the Limited Power Warranty for Modules shall apply only to the front-side power output of such Modules and Seller makes no representations or warranty with respect to the back-side power output of the Modules.
4. **POWER DEFINITIONS.** "**Nominal Power Output (PO₀)**" means the original manufactured nameplate specification of the Module, expressed in Watts, as certified by Seller and indicated on the Module, excluding any specified positive tolerance. "**Actual Power Output (PO_t)**" means the power output of the Module, expressed in Watts, at Watt peak that the front side of a Module generates at a given point in time in a year after the Warranty Start Date (t) in its 'Maximum Power Point' under Standard Test Conditions, corrected for any measurement error ("**STC**"). STC are as follows, measured in accordance with IEC 61215: (a) light spectrum of AM 1.5; (b) an irradiation of 1000W per m²; and (c) a cell temperature of 25 degrees centigrade at right angle irradiation. The "**Degradation Rate (DR)**" shall be any positive amount calculated in accordance with the following formula, expressed as a percent:

$$DR = 1.00 - [(PO_t) / (PO_0)]$$

5. **CLAIMS.** Buyer shall bear the burden of establishing a breach of the Warranties hereunder. If Buyer believes there has been a breach of the Limited Product Warranty or Limited Power Warranty (collectively, "**Warranties**"), then Buyer shall promptly, and not later than thirty (30) days after knowledge thereof, provide notice to Seller setting forth the following information related to the claim: (a) party making claim; (b) detailed description; (c) evidence, including photographs and data; (d) relevant serial numbers; (e) Warranty Start Date; (f) Module type; (g) physical address; (h) any additional evidence reasonably requested by Seller; and (i) upon request from Seller, the actual Module(s) allegedly causing the breach. Notwithstanding anything to the contrary herein, Seller shall be entitled, in Seller's sole discretion upon written notice to Buyer, to require that any breach of the Warranties alleged by Buyer be reviewed by TÜV Rheinland, TÜV SÜD or other neutral third party testing laboratory selected by Seller and approved by Buyer, such approval not to be unreasonably withheld or delayed ("**Independent Testing Lab**"). The power measurement tolerance of any testing equipment utilized by any Independent Testing Lab in performing tests required by this Section 5 shall be disclosed in writing to both Parties prior to performance of any such tests, which shall be such tolerance as is regularly occurring on the equipment used by the relevant Independent Testing Lab for the performance of the related tests as generally offered in the market, and shall be reflected in any final test results provided by the Independent Testing Lab. The determination by an Independent Testing Lab as to whether a breach has occurred shall be final and conclusive with respect to the matters covered by such determination. Seller shall be responsible for all costs incurred by it in connection with the shipment by Buyer of a Module pursuant to Section 5(i) hereto and any Independent Testing Lab's services provided pursuant to this Section 5, including shipping, packaging, testing services, storage, insurance and any Module destruction incidental thereto; provided, however, Buyer shall promptly upon receipt of notice indemnify Seller for all such costs on a dollar-for-dollar basis in the event the Independent Testing Lab is unable to confirm a breach of the Warranties or Buyer is otherwise unable to establish a breach of the Warranties.
6. **REMEDIES.** Seller shall: (a) without the requirement of Buyer's consent, repair, replace; or (b) with Buyer's consent, provide additional modules compensating for the related power loss for any Module which causes a breach of the Warranties. Any remedy for breach of the Warranties performed by Seller shall be completed not later than ninety (90) days following receipt of notice of claim from Buyer pursuant to Section 5 herein establishing Seller's breach of the Warranties (a "**Warranty Claim**"), or if a remedy cannot reasonably be provided within such period, then as soon as reasonably practicable under the circumstances. Notwithstanding the foregoing, if Seller elects to replace the Modules subject to the a Warranty Claim in satisfaction of its obligations at this Section 6, then Seller shall make commercially reasonable efforts to deliver to Buyer not later than thirty (30) days following the date Seller receives the related Warranty Claim, any replacement modules required to satisfy Seller's obligations set forth at this Section 6 that: (i) meet the

requirements set forth in this Section 6; (ii) which are physically located in a warehouse utilized by Seller in the United States of America which have cleared customs; (iii) for which Seller holds title; and (iv) which are not the subject of a written sales agreement between Seller and one or more Third Parties, or negotiations regarding same. Additional, repaired or replacement Modules shall be delivered to the same destination and on the same INCOTERMS 2010 delivery basis that the original Module causing breach of the Warranties was delivered under the purchase agreement to which this Limited Warranty applies. Replaced Modules received by Seller pursuant to Section 5 shall be the sole property of Seller. Seller shall be solely responsible for all shipping and packaging costs incurred performing its additional supply, repair or replacement obligations under this Section 6. Additional or replacement Modules shall be of the same type and physical form as the original Module, electrically compatible with the original Module, and have an electrical output of not less than the warranted power output of the original Module at the time of supply or replacement, based on the warranted degradation rates set forth at Section 3 hereto. Notwithstanding the foregoing, if Seller no longer supplies Modules meeting the foregoing criteria, then additional or replacement Modules provided under this Section 6 shall be those Modules then supplied by Seller most substantially meeting the foregoing criteria. Seller's performance of any repair, replacement or additional supply pursuant to this Section 6 shall not extend the term of any Warranties.

7. **EXCLUSIONS.** This Limited Warranty is subject to the exclusions set forth in this Section 7. The Warranties shall not apply to any Module which has been: (a) altered, repaired or modified without the prior written consent of Seller or otherwise inconsistent with Seller's written instructions; (b) removed and re-installed at any location other than the physical location in which it was originally installed following purchase by Buyer or receipt from Seller as a replacement Module; (c) subject to misuse, abuse, neglect, or accident except as may be caused by Seller in the course of storage, transportation, handling, installation, application, use or service; (d) subject to Force Majeure, electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, or other events beyond Seller's control, resulting in material damage to the Module; (e) installed on mobile platforms (other than single- or dual-axis trackers) or in a marine environment; (f) subject to direct contact with corrosive agents or salt water; pest damage; or malfunctioning PV system components; or (g) used in a manner inconsistent with the version of Seller Installation Manual set forth at Exhibit X-6B (*Installation and User Manual*). The Warranties shall not apply to any Module for which the labels thereon indicating type or serial number have been altered, removed or made illegible. The Warranty shall not apply to Modules for which full and final payment has not been received by Seller.
8. **LIMITS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LIMITED WARRANTY, EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO WARRANTIES, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, ARISING FROM OR RELATING TO THE MODULES AND SELLER DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY LAW, INCLUDING IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE, ARISING FROM OR RELATING TO THE MODULES. THE REMEDIES FOR BREACH OF THIS WARRANTY ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES ARISING FROM OR RELATING TO ANY BREACH OF THE WARRANTIES. FOR THE AVOIDANCE OF DOUBT, SELLER'S LIABILITY UNDER THIS EXHIBIT X-7 (SELLER'S LIMITED MODULE WARRANTY) SHALL BE SUBJECT TO THE AGREEMENT, INCLUDING BUT NOT LIMITED TO ARTICLE 8. IN NO EVENT SHALL SELLER BE RESPONSIBLE PURSUANT TO THIS WARRANTY FOR ANY PERFORMANCE ANALYSIS, INSPECTION, DIAGNOSIS (EXCEPT AS PROVIDED IN SECTION 5 ABOVE), REMOVAL, REINSTALLATION COSTS, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSSES OR DAMAGES CAUSED BY REASON OF LOSS OF USE, LOSS OF PROFITS OR REVENUE, INTEREST CHARGES (EXCEPT AS EXPRESSLY PROVIDED HEREIN), LOSS OF BONDING CAPACITY, COST OF CAPITAL OR CLAIMS OF BUYER DAMAGES, WHETHER LIABILITY ARISES AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY, BY OPERATION OF LAW OR IN ANY OTHER MANNER. EXCEPT AS SET OUT IN THIS LIMITED WARRANTY, SELLER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY.**
9. **ASSIGNMENT.** Notwithstanding anything to the contrary herein, this Limited Warranty is for the sole and exclusive benefit of Buyer and there are no third party beneficiaries hereof; provided, however, subject to written notice to and Seller's receipt of full and final payment for the Modules, this entire Limited Warranty may be assigned in whole but not in part to any person or entity. Any permitted assignee of this Limited Warranty shall execute such agreements as may reasonably be requested by Seller to confirm the applicability of any term hereof as a condition to assignment.
10. **LAW AND FORUM.** Any dispute related to or arising out of this Limited Warranty, including without limitation any question regarding its existence, validity, breach, or termination, shall be referred to and finally resolved pursuant to the Agreement. As a condition to any obligation of Seller hereunder, Seller may require any Buyer seeking to enforce this Limited Warranty to execute such additional agreements as may reasonably be required to enforce the terms of this Section 10.
11. **MERGER CLAUSE.** This Limited Warranty sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.
12. **SEVERABILITY.** If one or more provisions of this Limited Warranty are held to be unenforceable under Applicable Law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Limited Warranty, (b) the balance of this Limited Warranty shall be interpreted as if such provision were so excluded and (c) the balance of the Limited Warranty shall be enforceable in accordance with its terms.

13. **NOTICES.** Any notice, request, demand or other communication required or permitted under this Warranty to Seller shall be provided in writing and deemed to be properly given by the sender and received by the addressee if made in writing and (a) if personally delivered or delivered by courier on the date of such delivery; (b) three (3) Business Days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; (c) if sent by facsimile upon the sender's receiving confirmation of receipt; or (d) if sent by email followed by a delivery as described in any of paragraphs (a), (b) or (c) above and provided that such notice shall be deemed to be received upon confirmation of delivery of such email. Mailed notices and facsimile notices shall be addressed as follows to:

Jinko Solar (U.S.) Industries Inc. ATTN: Legal Department
595 Market St., Suite 2200 San Francisco, CA 94105

With a copy to:
Jinko Solar (U.S.) Industries Inc. ATTN: General Manager
595 Market St., Suite 2200 San Francisco, CA 94105

For the avoidance of doubt, e-mail alone shall not constitute valid notice pursuant to this Section 13.

INVERTER WARRANTY

DEFINITIONS

1. The warrantor for the limited warranties sets forth herein is Sungrow Canada Inc., or Sungrow
2. "End-user" means the owner of the Product for which Service will be performed under the Warranty.
3. "Distributor" means an entity who runs a non-competing business and buys Sungrow products or product lines, warehouses them, and resells them to retailers or directly to the end user or customer.
4. "Manual" means the current Sungrow installation, operation and maintenance guide for the Product covered under this Warranty that is provided in writing to the End-user.
5. "Service" means a site visit or remote services by Sungrow technicians in response to a claim.
6. "Site" means the location of End-user's Product that is covered under this Warranty.
7. "Warranty Period" means the period the Product is covered under this Warranty, as defined in Sungrow's equipment supply contract with the End-user.

LIMITED WARRANTY

1. Sungrow warrants that the Products are free from defects in material and workmanship.
2. If the End-user identifies any defect in the Product during the Warranty Period, the End-user will provide notice by phone or e-mail to the contact information provided by Sungrow. Within one business day of receiving such notice, Sungrow will notify the End-user by e-mail whether Sungrow accepts the claim, in which case Sungrow shall assign a service ticket number to the warranty work, or whether Sungrow rejects the claim because it is subject to one of the exclusions or limitations identified in this Warranty, in which case Sungrow will identify the specific basis, in writing, for Sungrow's rejection.
3. Sungrow's determination on whether to accept or reject a claim shall be final; provided that the End-user shall have the right to contest Sungrow's determination pursuant to the dispute resolution provision set forth in Section 11.2 of the Agreement.
4. If Sungrow determines to accept a warranty claim submitted by End-user, Sungrow shall either send replacement Products to the End-user or shall dispatch technicians to the Site in order to perform onsite repair.
5. Sungrow will have sole discretion for determining whether it will pursue the repair or replacement remedy, but in either case the costs of performing that remedial work (including, but not limited to, the costs of transporting replacement Products) shall be at Sungrow's expense, subject to a right of recuperation of those costs under the circumstances described in Section 2.10 below.
6. Sungrow may in its sole discretion engage third party service providers to perform any of the remedial work hereunder; provided, that Sungrow shall be solely responsible for the actions or omissions of such third-party service providers.
7. The response times in which Sungrow will send personnel to the project site to begin performing its remedial work are set forth in Table C.
8. Sungrow shall produce (or cause its service providers to produce) a field service report in respect of any onsite remediation work performed under this Warranty.
9. If Sungrow sends replacement parts, the defective Products that have been replaced shall become the property of Sungrow, and the End-user shall collect and store those defective Products for Sungrow until such time as Sungrow can collect those Products or arrange for shipment of the Products back to Sungrow. End-user's obligation to collect and store defective products shall last for up to one (1) month in the countries and areas identified on Table C and in China, and up to one (1) year in the rest of the world; provided that Sungrow pays for all storage costs to store the defective Products.
10. If, after performing warranty work, Sungrow determines that the cause of the defect was not something for which this Warranty applies, Sungrow reserves the right to back charge the End-user for all reasonable costs directly incurred by Sungrow in performing that work. Notwithstanding the foregoing, if the End-user disagrees with Sungrow's determination about the cause of the defect, then End-user will promptly notify Sungrow and the parties will mutually agree on a third-party engineering firm to review the issue and determine the cause of the defect, and that engineering firm's decision will be binding on both parties. If the third-party engineering firm determines that the cause of the defect was not something for which this Warranty applies, then the End-user shall, in addition to paying the back charges described in the first sentence of this clause, pay the engineering firm's fees and costs. In contrast, if the engineering firm determines that the cause of the defect was something for which this Warranty applies, then the End-user shall not be responsible for the back charges described in the first sentence of this clause and Sungrow shall pay the engineering firm's fees and costs.
11. This Warranty extends to the End-user of the Products, including any subsequent owner, operator or a lessee or assignee of a lease at the same Site during the Warranty Period of the Product purchased by the End-user, with the exception that the continuation of the Warranty for an installed Product relocated to another site is subject to a site inspection by Sungrow at the new site prior to installation, at End-user's expense.
12. Sungrow and the End-user shall mutually agree upon the conduct of any tests required to determine whether a Product is defective in advance of conducting such tests. Sungrow reserves the right to supply a different inverter model to settle a warranty claim, provided that such inverter model is functionally equivalent to the original inverter and does not affect the performance of the system to which the inverter will be installed. Any parts that are replaced may be new or reconditioned.
13. All parts repaired or replaced pursuant to this Warranty will also be subject to the provisions of this Article 2.0 to the same extent as original Products. The Warranty Period with respect to repaired or replaced parts will run for the longer of the (i) the original Warranty Period for the defective Product or (ii) twelve (12) months from the date of completion of the repair or replacement.

3.0 RESERVED

EXTENDED WARRANTY PERIOD

1. The Extended Warranty option is sold as a separate from standard warranty for product that are in an active stage of the product cycle to the customer or end user.
2. Extended warranty shall start only if Sungrow has received payment in full for the extension. Annual payments are accepted with an additional fee defined on the purchase order.
3. The period covered by the Extended Warranty for Product installed in worldwide except mainland of People's Republic of China, is indicated in the table below. The Extended Warranty.

TABLE B

Products	Standard Warranty	Extended Warranty (Available)
String Inverter SG60/SG125	10	5,10,15

String Inverters SC/SD & SG33CX/SG55CX & String Inv. stations	10	5, 10, 15,20
String Inverter Stations	10	5,10,15,20
Central Inverters and PCS	10	5,10,15,20
Re-combiners and Combiners	10	
Communication, Monitoring & Control Equipment	5	
Integrated MV Transformer	10	5

4. It is recommended for the extended warranty to be taken together with the Extended Warranty Maintenance Plan or maintenance schedule that complies with Sungrow standards and is approved by Sungrow.
5. The Extended Warranty Contact is recommended to be taken out for the inverters installed monitoring system provided or authorized by Sungrow.
6. The Extended Warranty shall be purchase for all the inverters at the same time. Extended warranty for partial solar sites is not allowed.
7. Extended Warranty can be purchased from Sungrow at the time of original purchase, or within the first 3 years of after the installation date, and/or within the Manufacturer Warranty; a purchased Extended Warranty shall not be allowed to be extended or reduced to another Extended Warranty with different period at any time.
8. S Sungrow provides the full lifetime service for Products, including Service or replacement by latest Products, decided by Sungrow, even after Manufacturer Warranty and Extended Warranty

WARRANTY EXCLUSIONS

1. This Warranty does not cover any defect or damages caused by:
 - a. If customer pay for the transportation, any damages caused due to improper transportation and delivery unless caused by Sungrow or its agents.
 - b. Failure to properly store the Product before installation unless caused by Sungrow or its agents.
 - c. Improper installation unless caused by Sungrow or its agents
 - d. Use and application beyond the definition in the Manual of the Product
 - e. Neglect, abuse, misuse, improper maintenance or lack of maintenance, as set forth in the Manual of the Product
 - f. Repair, adjustment or alteration, not authorized in writing by Sungrow
 - g. Acts of nature such as fire, flood and lightning
 - h. Non-compliance with applicable regulations and standards
 - i. Voltage surge coming from PV array DC side or from grid AC side if the Products are operated outside of the Sungrow provided specifications as set forth in the Manual or outside of applicable codes and regulations.
2. This Warranty does not cover fuses, surge suppressors, filters, or cosmetic damages.
3. This Warranty shall be void, if
 - a. Serial number of the Product has been altered or cannot be clearly identified
 - b. The Product is moved to a new location without written approval from Sungrow
 - c. The End-user fails to make any Product subject of a claim available for inspection, testing and correction

RESERVED

END-USER'S OBLIGATIONS

1. In order to receive the benefits of this Warranty, the End-user must use the Product in a normal way according to the Manual; follow the Product's Manual; reasonably protect against further damage to the Product if there is a discovered defect.
2. End-user shall provide Sungrow Service personnel with reasonable access to the Site and any special instructions for access to the Site. Provided that Sungrow gives reasonable advance notice to the End-user of its intent to access the Site to perform Services, Sungrow shall have no liability to the extent that access is not provided to the Site and End-user will be invoiced for any costs incurred by Sungrow in the event an additional visit is required to the Site due to lack of access.
3. It is the End-user's responsibility to notify Sungrow of any hazards at the Site and assure that the Site is free from hazards or obstructions; provided, however, that Sungrow shall ensure that its own personnel follow the safety precautions at the Site as provided by the End-user.

OTHER LIMITATIONS

1. Sungrow's obligations under this Warranty are expressly conditioned upon the End-user complying with its payment obligations under the applicable Purchase Order. During such time as the End-user is in breach of its undisputed payment obligations for the applicable Product, in accordance with the contract terms under which the Product is sold, Sungrow shall have no obligation under this Warranty with respect to such Product. Also during such time, the period of this Warranty for such Product shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

COSTS NOT RELATED TO WARRANTY

1. The End-user shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Sungrow representatives outside the terms of this Warranty will be borne by the End-user.

LIMITS OF LIABILITY

1. This Warranty constitutes End-user's sole and exclusive remedy for claims against Sungrow in respect to defective or non-conforming Products hereunder and is in lieu of all other warranties, conditions, guarantees or representations from Sungrow relating to the Products hereunder, whether oral or written, express or implied, statutory or otherwise, in contract, tort or otherwise, including without restriction, any warranties of merchantability or of fitness for a particular purpose, and any such warranty, condition, guarantee or representation is hereby excluded.

WARRANTY CONTRACT EFFECTIVE DATE, APPLICATION AND VALIDITY

1. This Warranty is valid as of the date of the applicable PO Effective Date and shall be applicable to all those Products purchased under such Purchase Order.

PRICE

1. For services not covered under this Warranty, Sungrow will charge based on standard service price schedule. Sungrow reserves the right to revise prices with respect to the services.

PAYMENT TERMS

1. The payment for the undisputed portion of service contract should be paid once within forty- five (45) days after the date Sungrow's invoice issued

TABLE C**Special Terms of Warranty Limitation**

The Special Terms are suitable for the Products installed in the specific countries following:

Country ¹⁾	Reaction	Reimbursement of	Costs of Products
	Time ²⁾	Replacement ³⁾	failures
Germany, United Kingdom, Honshu the main island of Japan	24 Hours	Reimbursement base reimbursement	SUNGROW covers the costs in Service: Transportation, accommodation, visa application, costs of SUNGROW's technicians; Shipment expenses, taxes, and customs of delivery spare unit/part and returning faulty unit/part;
Australia, Austria, Belgium, Denmark, France, Greece, Italy, Luxemburg, Netherlands, Spain, Turkey, Croatia, Czech Republic, Poland, Romania, Slovakia, Slovenia, Malaysia, Thailand, South Korea, Philippine, Vietnam, India, United States (excluding Alaska), Brazil, Argentina	48 Hours	policy for each country.	
Rest of EU, Indonesia, Chile, Canada	72 Hours		

Note:

The mainland only, excluding the islands within the territories of the countries.

The working days only, excluding all local public holidays or weekends.

All prices VAT included.

SERIAL DEFECT FOR PROJECTS >40 INVERTERS

“Serial Defect” shall mean the occurrence of a material post-commissioning warranty failure in more than ten percent (10%) of the same component at the project site over any consecutive twelve- months during the Standard Warranty Period, provided such warranty failure appears to have the same root cause and is unrelated to installation or lack of preventive maintenance.

Serial Defect Root Cause Analysis: In the event of the occurrence of a series of warranty failures that meets the definition of a Serial Defect, Supplier shall conduct a site investigation and detailed technical evaluation of the failed components and all related components to determine the causes of the warranty failures (collectively a “Root Cause Analysis”). In the event the existence of a Serial Defect is confirmed by Supplier in its commercially reasonable discretion based on the results of the Root Cause Analysis, Supplier will (a) propose within fifteen (15) Business Days after such confirmation an action plan to make such necessary changes, inspections, repairs or replacements, and, (b) upon Purchaser’s acceptance thereof (which acceptance shall not be unreasonably withheld), promptly implement and complete such action plan. The costs of repair or replacement of the affected components shall be borne by Supplier. In the event that Buyer disputes Supplier’s Root Cause Analysis, a 3rd Party Inspection company shall be brought in to settle the dispute.

SERIAL DEFECT FOR PROJECTS FROM 10 TO 40 INVERTERS

“Serial Defect” shall mean the occurrence of a material post-commissioning warranty failure affecting the greater of: (a) more than ten percent (10%) of the same component at the project site; or (b) three of the same component at the project site, in either case over any consecutive twelve-months during the Standard Warranty Period, and provided that such warranty failure appears to have the same root cause and is unrelated to installation or lack of preventive maintenance.

Serial Defect Root Cause Analysis: In the event of the occurrence of a series of warranty failures that meets the definition of a Serial Defect, Supplier shall conduct a site investigation and detailed technical evaluation of the failed components and all related components to determine the causes of the warranty failures (collectively a “Root Cause Analysis”). In the event the existence of a Serial Defect is confirmed by Supplier in its commercially reasonable discretion based on the results of the Root Cause Analysis, Supplier will (a) propose within fifteen (15) Business Days after such confirmation an action plan to make such necessary changes, inspections, repairs or replacements, and, (b) upon Purchaser’s acceptance thereof (which acceptance shall not be unreasonably withheld), promptly implement and complete such action plan. The costs of repair or replacement of the affected components shall be borne by Supplier. In the event that Buyer disputes Supplier’s Root Cause Analysis, a 3rd Party Inspection company shall be brought in to settle the dispute.

Warranty Coverage	Included?	S&L Comments
Conformance to technical specifications and descriptions within the purchase order/supply agreement	We can agree to the addition of this language provided we review and approve.	This coverage is desired to minimize performance risk but is not seen within the warranty documentation provided. Recommend confirming that warranty covers any departure from technical specifications.
Fabricated using new materials	This can be a yes for all parts with the exception of Power Stacks and AC Breakers.	This coverage is desired to minimize risk of early replacement costs that might occur after the expiration of the warranty period.

RACKING WARRANTY

1. LIMITED PRODUCT WARRANTY: NEXTracker warrants that:

- a. for a period of ten (10) years from date of shipment, Products' structural components will be free from defects in material and workmanship, when used under normal conditions and used in accordance with NEXTracker documentation, and when constructed and installed in compliance with all applicable construction codes and regulatory requirements that have been approved by a licensed professional engineer; and,
- b. for a period of five (5) years from date of shipment, Products' motor, gear, and controller will be free from defects in material and workmanship, when used under normal conditions and used in accordance with its documentation, and when constructed in compliance with all applicable construction codes and regulatory requirements that have been approved by a licensed professional engineer; and,
- c. such warranty shall cover latent defects, understood as the damage produced as a result of manufacturing faults, errors in calculation solely performed by NEXTracker, material faults, smelting, welding or adjustment errors (not occurring during installation) and, in general, similar inherent causes in the Products' design and manufacturing process; and,
- d. If during the applicable warranty period, a defect is confirmed in accordance with Section 5 below, NEXTracker, as its sole obligation and Customer's exclusive remedy, will assume the direct material damages arising from NEXTracker's repair or replacement of the warranted Product or parts thereof. Such decision to repair or replace shall be at NEXTracker's sole discretion. Any such defective Products or parts thereof may be replaced with either new or factory refurbished or remanufactured Products or parts thereof. This Limited Product Warranty covers all the commercial components that comprise the Products, however, none of the peripheral or additional equipment that should be connected to the original Product that NEXTracker delivers for the production of energy (e.g. photovoltaic panels, inverters, devices, foundation pier if foundation pier is not a component of the purchased tracker system, etc.) is covered by this Limited Product Warranty. This Limited Product Warranty does not include labor and traveling expenses; and,
- e. In the event of incidents or damage to the Products, the Customer expressly undertakes not to carry out any operation on them, without prior express and written consent from NEXTracker, provided that Customer may carry out repairs if use of the damaged Product would create an imminent safety risk or threat to human life.

2. NEXTracker SYSTEM NETWORK CONFIGURATION REQUIREMENTS:

- a. To provide timely response to system alerts and manage this Limited Product Warranty, NEXTracker requires a real-time data feed from Customer's tracker network controller unit(s) to NEXTracker's secure operations center in Fremont, California. Setting up the secure network connection requires NEXTracker to coordinate with the appropriate IT personnel in Customer's organization with port forwarding to NEXTracker NCUs to specified internal IP addresses. Access to those NCUs need to be restricted to NEXTracker's internet gateway IP addresses (to be specified during system

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- commissioning) to ensure access is securely controlled.
- b. System communications: NEXTracker will work directly with Customer to ensure that the best possible secure network connection is maintained at all times. NEXTracker makes no uptime commitments regarding the network as that is a function of the Customer's on-site network connectivity.
- c. System connectivity is a function of many site conditions, NEXTracker does not warrant the system uptime availability.
- d. Failure of Customer to comply with this Section 2 of the Limited Product Warranty may restrict or delay warranty coverage determination, and in such instance, warranty coverage determination shall be made after receipt of the allegedly defective component.

3. WARRANTY:

- a. All Product warranties are set forth in this Limited Product Warranty, which shall take precedence over any other warranty documentation or contractual provisions related to Product warranty. This Limited Product Warranty is transferable from the Customer to the direct owner, or subsequent purchaser of the photovoltaic system only upon notification to and acceptance by NEXTracker, which shall not be unreasonably withheld or refused if the Warranty Assignment and Consent documentation, attached hereto as Annex 1, is completed and sent to the NEXTracker warranty address within sixty (60) days after the transfer. In the event of a change in ownership of the Products, the warranty holder is obliged to notify and inform the purchasing party of the existence of this Limited Product Warranty, and of all of its conditions and requirements.
- b. If there is a change of control of the photovoltaic system, Customer will provide purchasing entity with a copy of this Limited Product Warranty. Customer is not authorized to make any other warranties or other claims regarding the Products on NEXTracker's behalf.
- c. NEXTracker may assign this Limited Product Warranty or any of its rights or obligations by giving notice to Customer or subsequent purchaser.

4. WARRANTY EXCLUSIONS: THIS LIMITED PRODUCT WARRANTY SHALL NOT APPLY TO PRODUCTS THAT:

- a. are not used or installed as specified in NEXTracker specifications and documentation, as may be amended from time to time;
- b. have been subject to abuse, misuse, neglect, or accident, including environmental damage and natural or manmade disasters;
- c. have been used with any elements, equipment, or subcomponents not authorized by NEXTracker, including, but not limited to, mirrors or other solar thermal systems of any kind;
- d. have any serial numbers, markings, legends or labeling altered, defaced, or removed;
- e. have only non-structural wear and tear or cosmetic damage or corrosion, including, aging, surface corrosion or surface imperfections that do not impair the intended functionality of the Product;
- f. have been damaged due to improper packaging upon return shipment;
- g. have been damaged due to improper storage on site;

- h. have been damaged due to installation outside of NEXTracker specified tolerances;
- i. have been damaged resulting from acts of god, including but not limited to storm damage, lightning strike, overvoltage, fire, thunderstorm, flooding, etc.;
- j. have been damaged during maintenance or inspection;
- k. are elements other than the Product itself (i.e., this Limited Product Warranty does not support solar modules, module mounting devices, and foundation design, foundation installation, piers or supports if these are not components of the purchased tracker system, or other non-Product elements);
- l. force majeure events; or
- m. consumable parts or materials, including those used for preventative maintenance.

5. **WARRANTY CLAIM PROCESS:** To make a valid claim under this Limited Product Warranty, Customer must timely notify NEXTracker as soon as reasonably practicable as follows:

By Mail: NEXTracker Inc.

Attn: Warranty Claims Department 6200 Paseo Padre Parkway Fremont, CA 94555

By Email: warrantyclaims@NEXTracker.com

Following receipt of a valid claim, NEXTracker reserves the right to: (i) inspect the Products returned to NEXTracker or inspect the installation of the Products on Customer's premises at any time and advise on the acceptability of the installation regarding conformity to installation standards and tolerance per NEXTracker's installation documentation, or prior to and during project commissioning (this will not act as a waiver of a possible later determination of faulty installation); and (ii) validate warranty claims through inspection of items returned to NEXTracker.

Customer agrees to (i) provide NEXTracker access to the relevant Products; (ii) maintain and provide NEXTracker access to all relevant records, including but not limited to installation records, maintenance records, wind monitoring data, and inspection and certification documents; and (iii) cooperate with NEXTracker to provide necessary information as requested by NEXTracker. NEXTracker reserves the right to have the cause of failures verified and/or determined by qualified, independent third party testing laboratories. Repaired or replaced Products or parts thereof will be subject to this Limited Product Warranty for the remainder of the respective original warranty period of the purchased Products or parts thereof. Warranty service may be effected by component sub manufacturers. The Products must be used solely with the peripheral or additional equipment expressly authorized by NEXTracker. Requests to use elements not expressly authorized by NEXTracker will be considered and responded to in a reasonably timely manner.

Warranty claims will be honored only if a Return Merchandise Authorization (RMA) number is obtained during the claim process. All returned Products must be accompanied by a valid RMA. Claims made, and Products returned without a valid RMA will not be accepted. Returned Products damaged during shipment are not covered by this Limited Product Warranty and NEXTracker assumes no liability for such Products.

6. **LIMITATIONS OF LIABILITY:**

IN NO EVENT SHALL NEXTRACKER BE LIABLE UNDER THIS LIMITED PRODUCT WARRANTY FOR ANY OTHER DAMAGES OR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE ARISING OUT OF THIS LIMITED PRODUCT WARRANTY, OR THE SALE OF PRODUCTS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING THE POSSIBILITY OF NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF NEXTRACKER HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND EVEN IF ANY OF THE LIMITED REMEDIES IN THIS LIMITED PRODUCT WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LIMITED PRODUCT WARRANTY, NEXTRACKER'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF THIS LIMITED PRODUCT WARRANTY SHALL IN NO EVENT EXCEED THE TOTAL GROSS AMOUNT ACTUALLY PAID TO NEXTRACKER BY CUSTOMER PURSUANT TO THE PURCHASE ORDER UNDER WHICH SUCH LIABILITY AROSE.

The parties agree that the limitations and exclusive remedies set forth in this Limited Product Warranty represent the negotiated allocations of risk between the parties and are reflective of the pricing and bargained- for exchange represented herein.

7. DISCLAIMER:

EXCEPT AS EXPRESSLY WARRANTED IN THIS LIMITED PRODUCT WARRANTY, THE PRODUCT IS PROVIDED "AS IS", AND CUSTOMER'S USE THEREOF IS AT ITS OWN RISK. NEXTRACKER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, FOR THE PRODUCTS. NEXTRACKER DOES NOT WARRANT THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION OR WILL BE DEFECT- FREE, OR THAT THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS.

8. DISCLOSURE:

SOME JURISDICTIONS MAY NOT ALLOW CERTAIN DISCLAIMERS AND/OR LIMITATIONS AS MAY BE SET FORTH IN THIS LIMITED PRODUCT WARRANTY AND SUCH DISCLAIMERS AND/OR LIMITATIONS MAY NOT APPLY.

9. GENERAL:

This Limited Product Warranty is governed by the laws of the State of California, without regard to its conflicts of law provisions. Customer hereby consents to the exclusive jurisdiction and venue of the state and federal courts located in the Northern District of California for all disputes arising out of or related to the claims of the Product.

All such disputes must be brought by Customer no later than one (1) year after the occurrence of the alleged defect event giving rise to the dispute. The remedies in this Limited Product Warranty are Customer's sole and exclusive remedies and are in lieu of all other remedies at law or in equity, notwithstanding any failure of essential purpose.

INTEGRAL TRANSFORMER

EQUIPMENT WARRANTIES AND REMEDY:

Seller warrants that each newly manufactured item sold hereunder and such portion of a repaired/refurbished item as has been repaired or replaced by Seller under this warranty, shall be free from defects in material, workmanship or title at the time of shipment and shall perform during the warranty period in accordance with the specifications incorporated herein. Should any failure to conform to these warranties (excluding any defects in title) be discovered and brought to Seller's attention during the warranty period and be substantiated by examination at Seller's factory or by authorized field personnel, then (i) Seller shall correct such failure by, at Seller's exclusive option, repair or replacement of the nonconforming item or portion thereof with Buyer promptly making product available to be worked by Seller's personnel or agents without interference with no additional cost to the Seller; or (ii) Buyer making available product F.O.B. Seller's plant with Seller's written return authorization, at Seller's exclusive option, for repair or replacement of the nonconforming item or portion thereof. Buyer agrees that this remedy shall be its sole and exclusive remedy against Seller and that no other remedy shall be available or pursued by Buyer against Seller. In no event shall the Seller be liable for any costs or expenses in excess of those described in this paragraph and expressly excluding any liability or damages for special, incidental or consequential damages.

The warranty period for newly manufactured items shall extend 12 months from the date of first energization or 18 months from the date of shipment whichever occurs first or unless a different warranty period is agreed to by Seller. The warranty period for repaired/refurbished articles shall extend for the unexpired warranty period of the item repaired or replaced or for 90 days, whichever is longer. This warranty shall be voided and not extend to any item that upon examination by Seller is found to have been subjected to:

mishandling, misuse, negligence or accident.

storage, installation, operation or maintenance that either was not in accordance with Seller's specifications and instructions or otherwise improper.

tampering as evidenced for example by broken seals, damaged packaging containers, etc.

testing of equipment above normally accepted field tests.

repair or alteration by any one other than Seller without Seller's express advance written approval.

payment(s) not received per terms of sale.

Failure to promptly notify Seller in writing upon discovery of any non-conforming items during the warranty period shall void the warranty as to such items. Buyer shall describe any such non-conformity in detail, expressing its position as to return of any article under the remedy provided herein. No returns shall be accepted without prior approval by Seller. No back charges shall be accepted without the prior written consent of Seller's authorized representative. Where a failure cannot be corrected by Seller's reasonable efforts, the parties shall mutually agree upon an equitable adjustment in price. The preceding sets forth the exclusive remedies for claims (except as to title) based on defect contract or tort (including negligence) and however instituted. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SELLER'S INSTALLATION WARRANTY: Seller warrants that all work hereunder shall be performed in accordance with the standards employed by Seller in performing the same or similar services for itself. Seller disclaims any and all other representations or warranties expressed or implied including without limitation any representation or warranty that a) any unauthorized entry, burglary, theft, embezzlement or any other crimes will be prevented by the equipment and/or installation thereof or that b) any particular purpose or standard of care intended or desired or any particular results to be achieved by Buyer through the installation and operation of the items to be delivered hereunder. Seller's installation services and installation warranty does not include or imply any assistance for system field troubleshooting and no back charges for such services shall be accepted without the prior written consent of Seller's authorized representative.

EXTENDED WARRANTY OPTION: When purchased, warranty may be extended by the period specified covering core and coils only against failure occurring with respect to normal operation and within the parameters for which the transformer was designed.

IN/OUT COVERAGE OPTION: When purchased, Seller will cover only the expenses to transport the transformer to a repair facility and back to site for warranty failures occurring within the period defined. Buyer will make transformer ready for shipment in the condition it was originally received per the Outline Drawing with clear and free access by Carrier. Craning, civil work, disconnection and reconnection of the transformer, etc. is the responsibility of the Buyer.

Exhibit 7 - Insurance Procurement Plan

POSEY PV SOLAR PROJECT – INSURANCE PROCUREMENT

The project, either directly or through its owner, currently purchases liability coverage as evidenced in the attached Evidence of Insurance document. Prior to the start of construction, the below insurance program structure will be implemented for the duration of the construction period and through commercial operations:

Project / Owner shall procure and maintain, or cause to be procured and maintained, in full force and effect, the minimum insurance coverages set forth herein at its sole expense. Project / Owner, at its own cost, may purchase any additional insurance it believes necessary to protect its interest. All such insurance carried shall be placed with such insurers having a minimum A.M. Best insurance rating of “A-, VIII” and be in such form, with such other applicable terms, conditions, limits and deductibles (subject to the minimum insurance coverages and terms below):

A. Workers’ Compensation Insurance and Employers’ Liability Insurance. To extent exposure exists, Project / Owner shall maintain in force (i) workers’ compensation insurance for all of its employees, to the extent the exposure exists, in accordance with the laws of the state where the Project is located and (ii) employer’s liability coverage in an amount of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident per accident, One Million Dollars (\$1,000,000) for Bodily Injury by Disease – policy limit, and One Million Dollars (\$1,000,000) for Bodily Injury by Disease - per employee for disease.

B. Automobile Liability Insurance. If applicable, Project / Owner shall maintain automobile liability insurance (including coverage for owned (if any), nonowned, and hired automobiles) to the extent the exposure exists, covering vehicles used by Project / Owner, including the loading or unloading of such vehicles, in an amount of One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, and property damage. Owner’s automobile liability insurance coverage shall contain appropriate no-fault insurance provisions or other endorsements in accordance with Applicable Laws.

C. Commercial General Liability Insurance. Project / Owner shall maintain commercial general liability insurance in limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. Such insurance shall include coverage for premises/operations, products/completed operations, contractual liability for written contracts, bodily injury and property damage and personal/advertising injury liability.

D. Umbrella or Excess Liability Insurance. Project / Owner shall maintain umbrella/excess insurance covering claims in excess of the underlying insurance described in clauses (A)(ii), (B) and (C) hereof in the amount of Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate, and on a following form basis.

E. Pollution Liability Insurance. Project / Owner shall maintain Pollution Liability insurance for sudden and accidental pollution conditions arising directly or indirectly from the Work or from the Project’s operations with limits of not less than five million (\$5,000,000) per event or claim and in the annual aggregate.

F. Builders All-Risk Policy. Effective on the date that any Work is to begin at the Project Site, Owner shall obtain, and thereafter at all times up to the Substantial Completion Date, maintain

builder's all-risk insurance in relation to the Project for the full insurable value of the Project on a replacement cost basis except for customary sub-limited and/or aggregated perils. The Builders All-Risk Policy shall cover all property in the course of construction, including the Work, Equipment, miscellaneous equipment, buildings and structures, machinery, fixtures, materials, supplies, furnishings, temporary work and other properties constituting a part of the Project from physical loss or damage caused by perils covered by a builder's all-risk form or equivalent coverage. This insurance shall also cover the Work stored off the Project Site and also the Work in transit subject to customary sublimits. Coverage shall remain in effect until replaced by comparable permanent property insurance upon the occurrence of the Substantial Completion Date. Such Builders All-Risk Policy shall insure as additional insureds, Contractor, its affiliates and Subcontractors as their interests may appear and shall provide a waiver of the underwriters' right to subrogation against such parties (except as respects any Warranty obligations of such parties contained herein). The deductible shall be the responsibility of the Project / Owner.

G. All-Risk Property Policy. After the Substantial Completion Date and through to the end of commercial operations, Project / Owner shall obtain and maintain all-risk property insurance in relation to the Project for the full insurable value of the Project on a replacement cost basis except for customarily sub-limited and/or aggregated perils. The deductible shall be the responsibility of the Project / Owner.

Where and to the extent required by written contract, third parties including any County or Municipality, shall be afforded Additional Insured status with respect to Liability insurance policies and evidence of such coverage will be provided annually via certificates of insurance.

**Exhibit 8 - Certificate of Insurance****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/1/2023

3/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED 1486851 Arevon Energy JV VII, LLC c/o Arevon Energy, Inc. 8800 North Gainey Center Drive, Suite 250 Scottsdale AZ 85258	NAIC # 20281	

COVERAGES**CERTIFICATE NUMBER:** 17325293**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	3605-75-85	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	7360-85-24	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	Y	Y	7818-90-37	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	7177-09-43	3/1/2022	3/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Posey Solar CEI, LLC

CERTIFICATE HOLDER**CANCELLATION****17325293**

Southern Indiana Gas and Electric Company, Inc.
 d/b/a Vectren Energy Delivery of Indiana, Inc.
 c/o CenterPoint Energy, Inc.
 Attn: Steven Greenley SVP - Generation Development
 One Vectren Square, 8th Floor
 Evansville IN 47708

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy. The General Liability, Auto Liability, and Workers' Compensation/Employer's Liability policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply. All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The General Liability and Auto Liability policies contain a special endorsement with "Primary and Noncontributory" wording. The Umbrella Liability contains a special endorsement with "Noncontributory" wording. The Umbrella Liability policy follows form on the General Liability, Auto Liability and Employer's Liability policies.

Exhibit 9 - Form of Bond

EXHIBIT H

FORM OF PAYMENT AND PERFORMANCE BOND

[See separate attachment]



AIA[®] Document A312[™] – 2010

Performance Bond

Bond No. _____

CONTRACTOR:

(Name, legal status and address)

,

OWNER:

(Name, legal status and address)

,

CONSTRUCTION CONTRACT

Date:

Amount: _____ Dollars
()

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: _____ Dollars
()

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name _____,

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: _____

Name _____, Attorney-in-Fact

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

,

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

,

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature: _____

Name and Title: ,

Address:

,

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: , Attorney-in-Fact

Address:

,



AIA[®] Document A312[™] – 2010

Payment Bond

Bond No. _____

CONTRACTOR:

(Name, legal status and address)

,

SURETY:

(Name, legal status and principal place of business)

,

OWNER:

(Name, legal status and address)

,

CONSTRUCTION CONTRACT

Date: _____

Amount: Dollars
()

Description:
(Name and location)

BOND

Date:
(Not earlier than Construction Contract Date)

Amount: Dollars
()

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name _____,
and Title: _____
(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____
Name _____, Attorney-in-Fact
and Title: _____

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

,

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

,

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____, Attorney-in-Fact
Address: _____
